



CITY OF STOCKTON

ECONOMIC DEVELOPMENT DEPARTMENT**Housing, Economic Development, and Asset Management**400 East Main Street, 4th Floor • Stockton, CA 95202-3000 • 209/937-8539 • Fax 209/937-5099www.stocktonca.gov

December 20, 2016

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FY17 U.S. EPA BROWNFIELDS ASSESSMENT COALITION GRANT APPLICATION

The City of Stockton and its coalition partners, which include the Stockton Successor Agency and the Stockton Parking Authority, are pleased to submit the enclosed application to the FY2017 United States Environmental Protection Act (U.S. EPA) Brownfields Program. The Coalition is pursuing the Assessment Coalition Grant in the total amount of \$600,000 for hazardous substances (\$362,492) and petroleum contaminants (\$237,508) for an environment assessment program.

The City of Stockton is located amid the farmland of the California Central Valley near the center of San Joaquin County. Connected with San Francisco Bay by the San Joaquin River's 78-mile channel, and with Sacramento, 40 miles to the north, it is one of two inland ports in California. The target area that the Coalition proposes to serve is the Waterfront and Western Downtown Core consisting of approximately ½ square mile and containing the north and south shores of the Stockton deep-water channel east of Interstate 5, and extending several blocks south and east.

With a serious lack of a downtown resident population, it is clear that the Coalition needs to get to work to put a vigorous program into place that will provide new infill opportunities that support walkable communities that will reduce vehicle miles traveled and promote a reduction in air pollution. A significant factor stalling redevelopment is the presence or potential presence of contamination and brownfields throughout the target area. The City has recognized this "gap" and has adopted policies and prepared strategic and long-range planning documents targeting waterfront and downtown infill development leading to successful public private partnerships.

Preparing a thoughtful targeted brownfields assessment program reflecting known and suspected contamination data will facilitate in attracting new downtown infill and redevelopment. The City of Stockton and its coalition partners are ready to get to work. We look forward to partnering once again with the U.S. EPA to build upon our past success and are proud to lead this collaborative effort with the Stockton Successor Agency and the Stockton Parking Authority.

If you have any questions, please contact Jorge Barrera, Project Manager, at (209) 937-8063.

KURT WILSON, CITY MANAGER

MICAH RUNNER, DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT



Applicant Identification Information

a. Applicant Identification	City of Stockton 425 N. El Dorado Street Stockton, CA 95202 Phone: (209) 937-8539; Fax: (209) 937-5099
b. Applicant DUNS #	068872274
c. Funding Request	i. Grant Type: Assessment ii. Federal Funds Requested: \$600,000 iii. Contamination: \$360,000 for Hazardous Substances and \$240,000 for Petroleum Contaminants iv. Assessment Grant Type: Coalition
d. Location	Stockton Waterfront and Western Downtown Core
e. Property Information	N/A for Coalition
f. Contacts	i. Project Director: Micah Runner, Director Economic Development Department 400 E. Main Street, 4 th Floor Stockton, CA 95202 Phone: (209) 937-8539; Fax: (209) 937-5099 E-mail: micah.runner@stocktonca.gov ii. Chief Executive/Highest Ranking Official: Kurt Wilson, City Manager City of Stockton 425 N. El Dorado Street Stockton, CA 95202 Phone: (209) 937- 8212; Fax: (209) 937-7149 E-mail: kurt.wilson@stocktonca.gov
g. Date Submitted	December 21, 2016
h. Project Period	Three years – from 3 rd quarter 2017 to 3 rd quarter 2020
i. Population	City of Stockton estimated population 305,658 (ACS)
j. Other Factors Checklist	Attached as Appendix 3

FY17 U.S. EPA BROWNFIELDS ASSESSMENT COALITION GRANT PROPOSAL CITY OF STOCKTON, CA WATERFRONT AND WESTERN DOWNTOWN CORE

1. COMMUNITY NEED *1.a. Target Area and Brownfields:* Stockton, CA is located in the Central Valley; the State’s most productive agricultural region. Incorporated in 1850, Stockton is California’s 13th largest city, with 305,658 residents. Developed as a river port, supplying Gold Rush miners heading to the foothills, ferries carried passengers, agricultural and industrial goods. Shipping has always been an important aspect of the local economy and the 20th century war effort brought military shipyards and manufacturing, followed by numerous challenges including abandoned industrial sites and buildings which deteriorated the downtown.

Stockton experienced rapid growth during the housing booms of the 1980s and 2000s, pricing many out of the market. When the bubble burst, thousands of renters and homeowners lost their homes. By 2007, 1 in 27 homes were in foreclosure, up 256% over 2006. With no options, the City entered into bankruptcy in 2012, thereby slashing essential services. Compounded by the State’s dissolution of redevelopment agencies in 2012, the waterfront and downtown core screeched to a halt, leaving brownfield sites untouched and unattractive for infill development.

The Waterfront and Western Downtown Core **target area** of this application is approximately ½ square mile within the city center’s Census Tracts 3.00 and 1.00, containing the adjacent shores of the deep-water channel east of Interstate 5 and extending several blocks south and east. The project will include planning and prioritization of vacant and abandoned properties that have yet to be assessed, and examination of catalyst sites previously identified in order to leverage public-private partnerships with sustainable, mixed-use transit oriented development.

As evidenced in Table 1, the area is a disadvantaged part of the community that would benefit from infill development. The City has formed a coalition with the Successor Agency (“Agency”) and the Parking Authority to build upon past successes in brownfields redevelopment. The City will serve the coalition partners with the tools and professional skillset of trained staff to implement an assessment program that will benefit both coalition partners and the community. The Parking Authority’s goals will be advanced as an integral part of transportation planning, which the City has incorporated into strategic plans to benefit the area. The Agency will benefit from assessments of properties owned by the Agency that are potential infill development sites.

1.a.ii. Demographic Information and Indicators of Need: The target area has a high proportion of minority and sensitive populations, higher unemployment (18.11%), lower household income, and a less-educated population, as compared to the rest of the City. As reported in the City’s 2015-20 Consolidated Plan to HUD, about 42.2% of all households in the City qualify as lower-income, with incomes that are equal to 80% or less of the HUD Adjusted Median Family Income (HAMFI). An estimated 25.3% of all households fall into the extremely low- or very low-income categories. Median household incomes within the target area are 20% lower than the rest of the City, 43% lower than the state median, and 34% lower than the rest of the nation.

TABLE 1: Demographic Information

INDICATOR	Target Area ^{1,2}	Stockton ^{1,3,4,5}	California ^{3,5}	USA ³
Population	3,943	307,190	39,144,818	321,418,820
Unemployment	18.11%	8.12%	5.5%	4.6%
Poverty Rate	Unavailable	25.3%	15.3%	13.5%
% White	30.48%	34.68%	72.9%	77.1%
% African American	19.63%	12.99%	6.5%	13.3%
% American Indian	1.93%	1.0%	1.7%	1.2%
% Asian	12.48%	23.35%	14.7%	5.6%

TABLE 1: Demographic Information

INDICATOR	Target Area ^{1,2}	Stockton ^{1,3,4,5}	California ^{3,5}	USA ³
% Pacific Islander	0.23%	0.56%	0.5%	0.2%
% Other/Multi race	35.25%	27.42%	3.8%	2.6%
% Hispanic or Latino (of any races)	47.15%	40.26%	38.8%	17.6%
Median household income	\$35,470	\$44,797	\$61,818	\$53,889
Median home value	Unavailable	\$172,500	\$385,500	\$178,600
% High School Graduate or higher	64%	74.9%	81.8%	86.7%
% With a Disability	Unavailable	9.1%	6.8%	8.6%
Source	¹ Advantage Stockton 2016 Stockton Demographic Report ² Downtown Stockton Alliance 2016 Demographic Report ³ U.S. Census Bureau, Annual Estimates of the Resident Population: 2011 to 2015 ⁴ U.S. Bureau of Labor Statistics, 2016, website accessed 12/7/16: http://www.bls.gov ⁵ U.S. Census Bureau, 2015 American Community Survey one-year estimate.			

1.a.iii. Brownfields and Their Impacts: Stockton was awarded one of the first EPA Pilot Project grants in 1996, which identified 16 sites as potential brownfields along the waterfront, setting a solid foundation moving forward. Some of these 16 properties involved bulk storage of petroleum and former ship building sites. Many of the properties are located within 200-300 feet of residential uses. Under a second EPA grant in 2001, work continued on the Pilot Project, identifying 12 additional properties. Phase I's (since outdated) were prepared for these sites, and Phase II's were planned for three properties, but could not be carried out due to lack of site access.

The Agency advanced Brownfields redevelopment with the Polanco Act, which allowed agencies to force responsible parties to pay for investigation and cleanup of contaminated sites. The availability of the Polanco Act terminated as a result of dissolution and severely limited remediation efforts until the adoption of AB 440 in 2013. The City utilized AB 440 to address a contaminated shipyard known as the Colberg Boat Works Site which constructed and serviced vessels from the late 1800s until 1996 resulting in soil contamination. Single family homes are scattered in between light industrial directly across from the site and along the 16 adjacent sites identified along the north shore. In 2016, the City executed an Environmental Oversight Agreement to take a lead agency role in resolving the blighted conditions at the site. While sites identified through prior efforts have been redeveloped into recreational uses (a ballfield, arena, outdoor events area, marina, etc.), the majority have sat idle. Sustainable transit-oriented mixed-use infill is necessary to development and inspire a thriving downtown economy. The next step in protecting the residents and workers from exposure to environmental contaminants is locating the sources of contamination and evaluating potential routes of public exposure.

In addition to the sites formerly identified along the Waterfront are eight sites that sit within the 15-square block Open Window Project, a public-private mixed-use infill development plan located within the Western Downtown Core. Of the parcels included in the plan area, 3 are owned by the City and 5 by the Parking Authority. A developer wishes to acquire and develop these properties but all of the sites contain abandoned buildings, many of which were formerly industrial uses. Having an inventory of hazard-free sites to market for transit-oriented mixed-use development will serve as a catalyst to attract essential commercial services and jobs, and also reduce greenhouse gas emissions through per capita reduction of vehicle miles traveled (VMT) by increasing pedestrian activities, bicycle usage, and public or private transit usage.

1.b. Welfare, Environmental, and Public Health Impacts - 1.b.i. Welfare Impacts: Leaving brownfields to lie fallow is clearly the worst alternative in terms of public health and welfare. Studies show that compact urban development is associated with a decrease in suburban

low density sprawl. The negative impacts of Stockton's sprawl on greenhouse gas emissions and the deterioration of downtown led to an agreement with the State to focus on dense infill redevelopment downtown to reduce vehicle miles traveled (VMT) by increasing pedestrian activities, bicycle usage and transit. The agreement also led the City to prepare a Climate Action Plan, a Transit Gap Study, and adopt a green building ordinance. The coinciding recession, which put the brakes on greenfield development, provided an opportunity to refocus on downtown.

Smart Growth America and the EPA sponsored research to define sprawl and study its relationship with quality-of-life out-comes. Sprawl has been studied in relation to traffic fatalities, physical inactivity, obesity, heart disease, air pollution, extreme heat events, residential energy use, emergency response times, social capital and private-vehicle commute distances and times (Ewing et al., 2016). Poor accessibility of land uses to one another leaves no alternative to long-distance travel by automobile. In Stockton, there is not one grocery store located within the target area, where residents are often limited to purchasing limited food items at liquor stores, with the closest discount grocery store 1.5 mi. away, a neighborhood grocery store 2 mi. away, and a Safeway supermarket 3 mi. away.

Income and average household size are also directly related to VMT (Ewing et al., 2016). The lack of local jobs has transformed much of the outer city into a bedroom community. Many of the commuters living on the periphery are afraid to patronize businesses downtown due to crime and blight perceptions. The lack of tax revenue and less "eyes on the street" compound the problem. According to the Stockton Police Department, the target area encompasses nine crime reporting districts, containing 10-15 blocks each. For Part I (serious) Crimes between 2013-2015, the city-wide annual average was 85. During the same time period, only two of the nine districts in the target area had a lower average, and those two areas contain a large vacant brownfield parcel and Police Headquarters. The other seven districts were 29 to 216 percent higher for Part I Crimes than the city-wide average.

Between the crime and brownfields challenges, property values are impaired. Vacant parcels remain undeveloped, and abandoned buildings, which should be prime for adaptive reuse, create maintenance issues and further blight. For example, one of several historic hotel buildings the City acquired for redevelopment a decade ago has been ravaged by scavengers, stripping copper piping and wires, architectural features, and even ripping a hole in the roof to enter, allowing in rain. The buildings are secured repeatedly, at great expense to the City, which has tried multiple times to sell the buildings at a discount to be redeveloped. Yet, due to the damage caused by vandals and environmental issues, no developer has been willing to take on the task.

1.b.ii. Cumulative Environmental Issues: Stockton has a history of industrial and manufacturing uses. The widespread presence of brownfields sites within the target area has a substantial adverse effect on the overall environment. The blight is characterized by acres of broken concrete and asphalt, derelict buildings, closed storefronts, and illegal dumping (which can introduce new sources of environmental pollution). Natural settings and habitats are rare within the target area, eliminated by 150 years of industrialization and development. The legacy of Stockton's industrialization and manufacturing uses are now the brownfield sites of today.

The Environmental Justice Screening Index shows substantially high percentiles for a variety of indicators, particularly around the waterfront, with the following in the 80-90%tile: Particulate Matter, Ozone, National Scale Air Toxics Assessment Diesel Particulate Matter, National Scale Air Toxics Assessment Cancer Risk, National Scale Air Toxics Assessment Respiratory Hazard Index, and Proximity to Major Direct Water Dischargers. The following were in the 90-95%tile: Lead Paint Indicator, Traffic Proximity for the north shore of the waterfront,

and Risk Management Plan Proximity for the Western Downtown Core. The following were in the 95-100%tile: Traffic Proximity for the south shore and Western Downtown Core, Risk Management Plan Proximity for the north and south shores, and Superfund Proximity for the entire target area. These environmental justice concerns are present throughout the target area.

It is well established that Stockton is considered a vulnerable low-income community of color, referred to as a Disadvantaged Community (“DAC”), where economic adaptation puts residents at a greater risk of unsafe living environment. The map on CalEnviroScreen shows the target area as representing the 25% highest scoring census tracts. The entire city overall received a relatively high CalEnviroScreen score of 70.05, a Pollution Burden of 93%, and Population Characteristics of 100%; leaving Stockton to fall within the 96-100% of highest scores state-wide. The environmental quality of where one lives and income are intrinsically linked. The target area has been historically characterized by poorly constructed houses, liquor stores, unusually high rates of asthma and respiratory diseases, poor school systems, and a lack of municipal revenues to serve the community; all of which are exacerbated by pollution, including from traffic on Interstate 5 and State Route 4 Crosstown Freeway which are in close proximity to the target area. In addition, the City’s waterfront has experienced water quality issues such as blue algae and hyacinth.

1.b.iii Cumulative Public Health Impacts: According to state studies, an estimated 1,300 people in the San Joaquin Valley die prematurely each year as a result of exposure to particle pollution (Breitler, 2015). Our County is home to the nation’s 12th most particulate-polluted metropolitan area (American Lung Association, 2014). The San Joaquin Valley is at a critical juncture in meeting federal Clean Air Act mandates and addressing the impacts on sensitive populations. Meeting the standards requires enormous reductions in emissions, particularly from mobile sources. With Particulate Matter in 80-90% within the target area, sensitive populations are disproportionately affected by premature death due to heart or lung disease, asthma, increased respiratory symptoms, coughing, difficulty breathing, decreased lung function in children, irregular heartbeat and nonfatal heart attacks, increased respiratory and cardiovascular hospitalizations, chronic bronchitis, and lung cancer. With the sprawl of recent years and abandonment of downtown, 85% of emissions are caused from mobile sources (San Joaquin Valley Air Pollution Control District, 2016). I-5 through Stockton becomes excessively congested during peak travel hours. While CalTrans is near completion of the Stockton I-5 Corridor Improvement Project, the project does not address the need to greatly reduce VMT in order to achieve emissions reductions relating to federal Clean Air mandates. Enabling dense infill redevelopment downtown to reduce VMT will increase pedestrian activities, bicycle usage and transit, thereby reducing Particulate Matter.

1.c. Financial Need - 1.c.i. Economic Conditions: By almost any measure, the recession had a devastating effect on Stockton’s residents, and their economic resources. Stockton found itself exposed to the combined effects of the collapse of the housing market and the banking crisis of 2008-09. Revenues plummeted, foreclosure rates soared, and at over 20% in 2010, the City’s unemployment rate was one of the highest in the nation. Compounding the City’s dire economic situation, the State of CA dissolved redevelopment agencies in 2012, along with the City’s long-established ability to use tax increment financing for redevelopment and affordable housing. In 2010, General Fund revenues were 19% less than what the city had projected. The housing market crash also had a secondary effect on other revenue sources related to home ownership, including utility user’s taxes and housing permit fees. The City issued 2,954 single family dwelling building permits in 2004-05 and by 2010-11 that number dropped below 100, and development-related fees and capital funding virtually ceased creating a back-log of capital and maintenance projects.

During the Great Recession, the media often referred to Stockton as “Ground Zero” of the national housing foreclosure crisis, causing poverty to surge and leaving the City with few resources to support its most vulnerable citizens. City staff, including police officers and firefighters were laid off; services suffered. Simultaneously, the City had the second highest murder rate in California and a ranking of the tenth most dangerous city in the country. With concern that further reductions to service levels would jeopardize the safety of Stockton’s residents and severely limit the chances for economic improvements, the City initiated Chapter 9 bankruptcy on June 28, 2012². On February 25, 2015, after months of negotiations and court hearings, the City’s bankruptcy “exit plan” became effective, officially emerging the City from bankruptcy. While the local economy is slowly gaining ground with an unemployment rate of 7.6% as of October 2016³, home price recovery is happening at a very slow pace. For instance, HSH.com recently analyzed the Federal Housing Finance Agency’s Home Price Index⁴, ranking Stockton number three of ten metro areas where housing has recovered the least, demonstrating that Stockton still has a long road to full recovery.

1.c.ii. Economic Effects of Brownfields: With our long industrial history, comes a legacy of contamination and brownfields, resulting in abandoned and derelict properties. Many of these properties are vacant and blighted, causing depressed real estate values and loss of tax revenues. This loss of earnings potential is in addition to other strains on the area’s economic health.

The vacancies and blight in the area have been observed to have an adverse impact on the sense of community, leading to increased challenges with property maintenance and crime, often related to squatters vandalizing and breaking into vacant properties. The crime and blight creates challenges with attracting new businesses and visitors to already-redeveloped properties such as the Marina and Promenade. There has been constant vandalism, theft, harassment and even assault from the homeless near the waterfront. Negative impacts of visible homeless encampments have increased, with business owners and residents frequently expressing concerns about panhandling, urination, defecation, theft, and obstruction of ingress/egress. Passersby and visitors have observed remnants of encampments during their stay and used this to form opinions about the downtown. The City has directed substantial resources towards clean-up of the encampments: 1-2x/mo. near the waterfront of 80+ camps, with an average 45-tons of trash. Stretching resources thin, a single day clean-up, including outreach, can run \$6,000-\$10,000. Table 1 demonstrates high unemployment and demographics consistent with heightened health and environmental challenges. The lack of disposable income has led to economic disinvestment. Older and abandoned structures require greater public resources. Between 2015 and 2016, Code Enforcement responded to 199 cases within the target area, compared to 6,855 cases citywide. The target area consists of 1% of the City’s land area, yet received 3% of calls. Most violations were for illegal dumping, litter, junk vehicles, and garbage receptacles.

Returning abandoned sites to active uses not only creates jobs and investment, but increases tax revenues. Preparing an assessment program reflecting known and suspected contamination data will facilitate new infill and redevelopment. While the City has limited financial capability for clean-up of brownfields, we are extremely motivated to find effective tools and funding to incentivize redevelopment, such as this brownfield assessment grant. This effort will further sustainable planning and have tangible benefits to air quality via sprawl and VMT reduction.

² Reuters, 2012, *Stockton, California files for bankruptcy* <http://www.reuters.com/article/us-stockton-bankruptcy-idUSBRE85S05120120629>

³ Bureau of Labor Statistics, accessed December 7, 2016, http://www.bls.gov/eag/eag.ca_stockton_msa.htm

⁴ HSH.com, 2016, *Home price recovery index: Which metros have improved the most, least?*, <http://www.hsh.com/finance/real-estate/home-price-recovery.html>

2. PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS - 2. a. Project Description, Timing and Implementation - 2.a.i. Project Description and Alignment with Revitalization Plans: The Coalition is requesting \$600,000 for assessment of hazardous substances and petroleum impacted sites within the target area. The target area has been the subject of substantial planning and studies for approximately twenty years in an effort to revitalize the downtown. This program will reengage the Stockton community to further the creation of a comprehensive brownfields inventory, prioritize revitalization opportunities, perform environmental site assessments, and conduct remedial action-reuse planning activities. The goals of the project are to facilitate transit-oriented and mixed-use redevelopment by remediating sites where contamination is found; and to reduce the health disparities related to cancer, stroke, chronic respiratory disease, heart disease, asthma, diabetes, and other related diseases.

The western downtown core is an older traditional downtown consisting of a distressed community that has been left abandoned and underserved for several decades. The implementation of the Agency's Long Range Property Management Plan (LRPMP) and potential infill development of specific sites is an important part of the solution. The LRPMP addresses the disposition and use of 7 sites on which 38 parcels are located within the target area.

While previous plans aimed to promote an attractive and vibrant downtown and waterfront area consisting of a diverse set of employment, recreational, cultural, civic, retail, visitor, and residential uses, implementation of this vision began with the construction and completion of several projects and then stalled with the recession. In 2000, the Waterfront Brownfields Environmental Master Plan was prepared to leverage development with a summary of environmental information in the target area, however data is outdated, requiring funding to perform updated assessments. One outcome of the U.S EPA assessment grant, if secured, will be a strategy to identify, prioritize and develop an inventory and gather other information related to these sites to allow for more effective planning by the City in furthering infill development efforts.

By assessing sites identified in the LRPMP, the City will ensure that future transit oriented development projects meet strategic redevelopment and economic development objectives and equitable development and sustainable practices, while meeting the regional priorities of EPA Region 9 by creating walkable communities and reducing VMT. Three catalyst sites have been identified: 1) Van Buren, Washington, Market, Madison & Monroe St.: 3.79-acre site consisting of 22 vacant parcels located north of Crosstown Freeway. The Downtown Stockton Strategic Action Plan (DSSAP) directs the use of this property as office and financial. The property remains viable for a governmental use. 2) 833 W. Weber Ave.: 9.02-acre site consisting of 4 vacant parcels is near the waterfront. The DSSAP designates this site as future mixed use waterfront development. The property remains viable for such development. 3) 504 W. Weber Ave. and 666 W. Weber Ave.: 3.74-acre site consisting of 2 vacant parcels fronting Weber Ave. with a history of contamination, requiring additional assessment.

The strategy of attracting infill development in distressed communities is a primary goal of the DSSAP, which calls for creating additional government office in downtown. There are existing state and county offices providing services and other basic needs to the community in the immediate area such as DMV and Work Net. Existing infrastructure in the area is also available for the future development of this site which may reduce capital costs for the City in the near term and maintenance costs in the long term. Moreover, Commercial, Downtown (CD) zoning designations which identify governmental facilities as an appropriate use are already established. A prerequisite in the continued success of the target area will be the ability to continue environmental assessment on these sites in order to attract development and retain new

governmental, office or financial uses thereby helping to stabilize the community by attracting a greater diversity of household incomes levels, bring new resources to the neighborhood and reducing concentrated poverty.

The three catalyst sites exemplify some of the projects to be funded under the assessment grant. Each site has potential for transit oriented development, as the sites are near a variety of transportation systems, including the Altamont Corridor Express (ACE) rail station which also serves as the terminus for Amtrak trains, the San Joaquin Regional Transit District (SJRTD) downtown bus transit hub, and a Greyhound bus station. Environmental assessment of sites within the target area will promote private investment in infill development to take place which will further planning objectives outlined in the many revitalization plans prepared for the target area.

Many of the land use and revitalization plans incorporate the principles of those adopted by the HUD-DOT-EPA Partnership for Sustainable Communities, including expanded transportation choices, affordable housing, enhancing economic competitiveness, targeting existing neighborhoods, leveraging investments, and enhancing the unique characteristics of the community. One of the major hurdles to building higher density infill redevelopment is a lack of public transit and walkable neighborhoods. The City has recently invested \$9.2M of HUD and Revenue Bond funds in three affordable housing projects in the target area, including Cal Weber 40, Grand View Village, and Medico Artist Flats. These projects will provide 171 D.U.

Redevelopment within the target area would address the critical need for enhancing transit and increasing residential densities near transit hubs. Based on preliminary review of Sanborn maps and windshield surveys of the target area, there are at least 20 current or historic sites associated with petroleum storage and handling (including gasoline stations, truck depots, auto sales, fuel storage), and at least 70 sites associated with other types of hazardous materials (including foundries, chemical plants, bottling plants, paint spraying facilities, electrical equipment manufacture, auto body repair, and railroads/railyards).

To further promote infill development, the Downtown Infrastructure Infill Incentive Program provides annual funding of \$900,000 to eligible new market-rate residential, commercial, or mixed-use projects. Applicants may request to be reimbursed for expenses relating to the construction of qualifying public improvements such as water, sewer, and storm drain. City staff are also exploring the establishment of an Enhanced Infrastructure Finance District (EIFD) to help fund public infrastructure in the western downtown core. The EIFD will adopt an infrastructure financing plan, obtain property tax increment, and issue bonds to finance public infrastructure improvements. These programs will assist in providing incentives for developers to invest in infill projects in the target area, assist with job creation, and help to attract new housing choices.

2.a.ii. Timing and Implementation: The Coalition will ensure the project is completed within the three-year term. The City of Stockton has designated Lorre Islas as the Project Administrator, and two Project Managers to support this project. The Coalition will use EPA grant funding in order to implement the following key activities:

Manage and Implement the Project: Staff will issue an RFP seeking a qualified consultant to provide assistance with implementation of environmental assessment, remedial planning, community outreach, and other environmental or planning components. A timeline would also be developed with established milestones, available to the EPA for review and approval to ensure the scope of work is completed within the three-year project period.

Community Outreach: Effective coordination with the community is critical to success of the project. The consultant will lead the public outreach process as described in Section 3.

Conduct Area-wide Planning and Site Inventory/Site Selection: There are several planning efforts underway for the waterfront and western downtown core. A portion of grant funds would be used to prepare an area-wide plan for coordination of the Brownfields program with these other planning processes. To select parcels with the greatest benefit, the selection would consider EPA eligibility criteria, existing land use, historic land use, the assessed value and improvements, and proximity of each parcel to existing planning and special use districts. Additional criterion would incorporate stakeholder input, resulting in target sites supported by a clear and demonstrable selection process.

Conduct Phase I/II's: Based on preliminary surveys and the mix of current and past uses, it is estimated that 60% of the Phase I's will be for hazardous substances and approximately 40% would be for petroleum. In the case of intermingled plumes, the assessment would be conducted with hazardous substances funds.

Prepare Risk Assessments and Cleanup Plans: When appropriate, we use grant funds to move priority sites closer to development by performing health risk assessments and preparing clean-up plans.

2.b.i. Task Descriptions: The proposed budget is presented in Table 2. The Coalition proposes to contract the majority of the work associated with project tasks. The Coalition will comply with the procurement procedures contained in the Uniform Administrative Requirements, Section 200.316. Coalition members will contribute in-kind staff time to participate at all levels of the project, including attendance at public and planning meetings and providing input on consultant deliverables.

Task 1 – Project Management (\$86,380): Based on our experience, we are very familiar with the rigorous level of documentation and reporting that is required. Due to staffing cutbacks, it will be necessary to retain specialized contract staff to complete many of the tasks under this grant. A City Project Manager will work closely with the contractors to implement the grant and be the primary point-of-contact with the EPA. The budget includes a total of \$7,500 for the Project Manager and/or the consultants to attend state and national brownfields trainings and conferences.

Cost Basis: Travel: 1 person @ 3 conferences at the rate of \$2,500 per trip = \$7,500;
Staff: 733 hours of project management/reporting @ \$40/hr. + 33% fringe rate = \$38,880;
Consultant: 333 hours of project management @ \$120/hr. = \$40,000

Task 1 – Outputs and Outcomes: This task will result in a work plan, contractor procurement, and a methodology to track and measure project progress. This task includes direct costs associated with staffing to handle programmatic and financial grant management, including quarterly reporting and environmental oversight. Outcomes include 11 quarterly reports, a project close-out report, and property assessments forms.

Task 2 – Community Outreach (\$41,650): Outreach will focus on activities that ensure the community has an active voice in how the funds under this grant are allocated. Funding includes consultant services to present information and data at community and City meetings. It is also anticipated that the consultant would be required to attend individual meetings with property owners. In addition, a specialized outreach consultant will be retained. Advertising of meetings in general circulation publications and design/printing of brochures would be covered under the supplies budget.

Cost Basis: Supplies: Advertising, printing, etc. = \$5,000; Staff: 125 hours @ \$40/hr. + 33% fringe rate = \$6,650; Brownfield Consultant: 175 hours @ \$120/hr. = \$21,000; Outreach Consultant: 90 hours @ \$100/hr. = \$9,000

Task 2 - Combined Outputs and Outcomes: One project kick-off meeting, two annual community-wide meetings, approximately six grant updates and three annual City Council updates, up to six community meetings to discuss Phase I and II planning/results/cleanup options, one brochure and regular updates of the Coalition's websites with environmental content and meeting announcements.

Task 3 - Area-wide Planning, Inventory, and Site Selection (\$66,650): Area-wide planning will be conducted to ensure that assessment efforts are conducted in areas with maximum redevelopment potential consistent with other ongoing planning efforts. A Project Area Strategy Plan will include strategies that will help ensure successful assessment, cleanup, and reuse of brownfields sites within the Project Area. Input will be sought on all activities to ensure maximizing the reuse potential of existing infrastructure, schools, services, park and open space amenities, walkability features, and transit accessibility and to identify the needed expansion of any of the above items. The Coalition will work with the City staff from various departments, the consultants, and community members to develop an appropriate decision matrix for site selection.

Cost Basis: Staff Costs: 125 hours @ \$40/hr. + 33% fringe rate = \$6,650; Consultant Costs: 480 hrs. x \$125/hr. = \$60,000

Task 3 - Combined Outputs and Outcomes: One Project Area Strategy Plan and a site selection decision matrix.

Task 4 - Phase I/II Environmental Site Assessments (\$282,660): The majority of the funds will be used for site assessment and cleanup planning. Based on the results of the site selection effort, up to 10 Phase I site assessments at \$10,000 each and 8 at \$5,000/each for a total of \$140,000 will be conducted. Based on the results of Phase I assessments, seven Phase II assessments will be completed, which will include Sampling and Analysis Plans, Health and Safety Plans, and Voluntary Cleanup Program costs.

Cost Basis: Staff Costs: 50 hours @ \$40/hr. + 33% fringe rate = \$2,660;
Contractual Costs: Up to 18 Phase I ESAs (10 at \$10,000 each and eight at \$5,000) = \$140,000;
Contractual Costs: Up to 7 Phase II ESAs at an average cost of \$20,000 = \$140,000

Task 4 - Combined Outputs and Outcomes: 18 completed Phase I assessments and 7 completed Phase II assessments including a generic Quality Assurance Project Plan for the entire project area. Also an undetermined number of these sites will be cleared for redevelopment or site assembly and marketed.

Task 5 - Risk Assessment and Cleanup Plans (\$122,660): A portion of the Phase II sites may be found to be contaminated and require risk assessment and/or cleanup plans to facilitate redevelopment. It is anticipated that three risk assessment and three cleanup plans would be prepared (3 x \$20,000 = \$60,000; 3 x \$20,000 = \$60,000).

Cost Basis: Staff Costs: 50 hours @ \$40/hr. + 33% fringe rate = \$2,660;
Contractual Costs: Up to 3 risk assessments and 3 cleanup plans at \$20,000 each = \$120,000.

Task 5 - Combined Outputs and Outcomes: Three risk assessments and three cleanup plans would be conducted in coordination with EPA Region 9, Department of Toxics Substances and Control and/or the Regional Water Quality Control Board. Following clean up (not funded by these grants), sites can be redeveloped or marketed.

2.b.ii. Budget Table

TABLE 2: Proposed Budget

Budget Categories	Project Tasks					Total
	Task 1 Project Management	Task 2 Community Outreach	Task 3 Area-wide Planning, Inventory, and Site Selection	Task 4 Phase I/II Site Assessments	Task 5 Risk Assessment and Cleanup Plans	
Hazardous Substances:						
Personnel	\$17,920	\$3,000	\$3,000	\$1,200	\$1,200	\$26,320
Fringe Benefits	\$5,900	\$990	\$990	\$396	\$396	\$8,672
Travel	\$4,500					\$4,500
Supplies		\$3,000				\$3,000
Contractual	\$24,000	\$18,000	\$36,000	\$170,000	\$72,000	\$320,000
Total (Hazardous Substances)	\$52,320	\$24,990	\$39,990	\$171,596	\$73,596	\$362,492
Personnel	\$11,400	\$2,000	\$2,000	\$800	\$800	\$17,000
Fringe Benefits	\$3,660	\$660	\$660	\$264	\$264	\$5,508
Travel	\$3,000					\$3,000
Supplies		\$2,000				\$2,000
Contractual	\$16,000	\$12,000	\$24,000	\$110,000	\$48,000	\$210,000
Total (Petroleum)	\$34,060	\$16,660	\$26,660	\$111,064	\$49,064	\$237,508
Total (Hazardous Substances and Petroleum)						\$600,000

2.c. Ability to Leverage: During the last decade, the Stockton Redevelopment Agency had great success in cleaning up and redeveloping contaminated properties on the Stockton Waterfront. The ability for the City to enter into public private partnerships and provide incentive programs allows for the ability to leverage funds. Current partnerships and programs include the following:

Open Window Project: 11.88 acres comprised of 51 properties within 15 square block area of target area consisting of a mixed-use development with up to 1,034 residential units, 200,000SF of retail space, 90,000SF of commercial space, and 110,000SF of industrial/art studio space.

Stockton Courthouse Project: City donation of Hunter Square Plaza (1.27-acres) to the State of CA for the construction of a new courthouse. The donation serves as a leverage funding arrangement between government jurisdictions. Anticipated completion date is in 2017.

Grand View Village Project: \$3,952,547 in CDBG and HOME funds, towards the development of a six story building in target area consisting of approximately 28,000SF of commercial space with possible tenants including a grocery store and 106 housing units.

Downtown Infrastructure Infill Incentive Program: Program to encourage infill, mixed-use development in target area. Annual funding allocation of \$900,000 for the next ten years, totaling \$9 million over the ten-year period.

Lien Forgiveness Incentive Program: Program to promote investment, improvements, and/or blight abatement to blighted properties within target area and addresses liens related to code enforcement actions serving as barrier to development.

CalWeber40 Project: \$3,025,000 in HOME and HELP funds towards adaptive reuse of two 100-year old buildings in target area for a 40-unit residential family housing project, with first floor commercial. Project powered by rooftop solar panels. Construction completed August 2016.

Miner Avenue Streetscape Plan: Measure K Smart Growth

Grant Incentive Program funded. Project utilizes Low Impact Development techniques, and provides pedestrian and bicycle amenities within the public right-of-way, thereby reducing VMT and enhancing air quality. Medico Artist Flats: \$2,225,000 in HOME funds towards the adaptive reuse of a 90-year old building in target area resulting in approximately 30 affordable dwelling units, 10 market rate dwelling units, and first floor commercial.

Possible funding sources for future leveraging include: Federal: EDA, EPA, DOE, FHWA, HUD, Park Service (urban forestry grants); State: Caltrans-Community Planning Grants, State Resources Agency Sustainable and Smart Growth grant programs, DTSC, SWRCB LUST, High Speed Rail bonds (through the SJRCC); Regional: SJCOG Smart Growth Grants, Local Government Commission, and Great Valley Center, Smart Valley Places; City: taxes, tax increment, bonds, user fees; Private – cost recovery and insurance proceeds; and Non-Profit and Foundations: NEA, various land and historic preservation trusts.

3.COMMUNITY ENGAGEMENT AND PARTNERSHIPS - 3.a. Engaging the Community: 3.a.i. Community Involvement Plan: Coalition partners will contribute their expertise and success in engaging the community to ensure their involvement in each stage of the brownfields assessment, planning, cleanup and ultimate redevelopment. The Coalition will continue the comprehensive public engagement and outreach begun under the Miner Avenue Streetscape, Waterfront Connections and Cabral Station Neighborhood Plans. Through previous charrettes and outreach, participants have strongly supported streetscape improvements, infrastructure investment, mixed-use and transit-oriented redevelopment in the target area. Property owners, business owners, employers, and residents will continue to be part of the targeted audience. With the assistance of our consultants, the plan will be designed to reach out to sensitive populations. The scope of work for this proposal envisions retaining a local firm that has a proven track record in effectively engaging citizens through traditional and non-traditional outreach techniques to ensure community engagement. The City will also work with the Downtown Stockton Alliance (property based improvement district) to engage business owners within the Central Business District, and the Chamber of Commerce and Hispanic Chamber of Commerce to engage the larger business community. Brochures, flyers, and meeting announcements will be prepared in both English and Spanish because of the prevalence of Spanish-only speakers within the target area. An interpreter will also be provided at meetings when many of the participants may be Spanish-speaking.

3.a.ii. Community Progress: The Coalition will hold several public meetings and events to share information and receive feedback, and hold targeted charrettes with neighborhood residents and business owners within the target area. The Coalition will provide public notices for outreach events at public locations, like libraries, schools and recreations centers and provide project updates through the City's webpages, social media, email blasts, and via the City's Public Information Officer. It is anticipated that the following tasks will be completed to engage the community: Provide a Brownfields Primer Workshop to educate the community on the EPA Brownfields program, local brownfields issues, and the planned activities under the grant; set up an information repository in City Hall to enable provide the public access to project documents; provide quarterly updates to the Coalition members' websites and interested residents that had signed up at the Brownfields Primer Workshop; and provide media and press releases. In addition, the Coalition will hold informational open houses at various sites to update the public and solicit input from the target area neighborhoods. The City of Stockton, on behalf of the Coalition, will solicit public comments by posting information and program progress on its website and through e-mails.

3.b. Partnerships with Government Agencies - 3.b.i. Local/State/Tribal Environmental Authority: The City enjoys a well-established partnership with the CalEPA DTSC and Regional Water Quality Control Board (Water Board). City Staff have worked with DTSC to develop agreements that streamline the assignment of a State Regulatory Agency to a site. The City also works on a routine basis with the Water Board who oversees the assessment, cleanup and closure of underground storage tanks (USTs). Historic USTs, are pervasive throughout downtown and we have developed a constructive relationship to efficiently deal with these tanks as part of redevelopment. Support letters from DTSC and the Water Board are attached.

3.b.ii. Other Relevant Governmental Partnerships: The City of Stockton, the Stockton Successor Agency and the Stockton Parking Authority have joined in efforts to form a Coalition for the purpose of this grant application. In addition, the Coalition will work with the San Joaquin Council of Government (SJCOG) on the Sustainable Communities Strategy with an ultimate goal of reducing emissions 10% by 2035 through smart land use and transportation patterns, the San Joaquin Regional Transit District (SJRTD) and the San Joaquin Regional Rail Commission (SJRRRC). SJRTD has plans for a proposed bus rapid transit (BRT) line within the target area, in conjunction with the Miner Avenue Streetscape and Waterfront Connections Plans. The City of Stockton Public Works Department received funding through a CalTrans Community-Based Transportation Planning grant to construct the Miner Avenue segment of the BRT route, as well as a bicycle lane and round-about at the intersection connecting the Regional Transit District downtown station to the neighborhood.

3.c. Partnerships with Community Organizations 3.c.i. Community Organization Description and Role: The Coalition has partnered with many community organizations involved in affordable housing, redevelopment, and brownfields issues. The Coalition Partners see active participation of our community-based organizations as absolutely critical to the success of the proposed program. A few of the key community partners are described below and letters of support are included in Attachment D.

Organizations that will play a key part include the Downtown Stockton Alliance, the Greater Stockton Chamber of Commerce, the San Joaquin County Hispanic Chamber of Commerce, Visionary Home Builders (VHB), American Lung Association, and Environmental Justice Project of Catholic Charities (Stockton Diocese). The Downtown Stockton Alliance is a non-profit dedicated to developing, promoting, and maintaining historic Downtown Stockton with 1,000 property and business-owner members. The Coalition would coordinate area-wide planning efforts with this group and gain input. The Greater Stockton Chamber of Commerce is the largest business organization in San Joaquin County with over 1,700 members that encourages and promotes economic development. The Coalition would use the vast network of the Chamber to notify members of upcoming meetings and work to maintain the support of the Chamber; web-based outreach/newsletters can be especially effective. The San Joaquin County Hispanic Chamber of Commerce focuses on business opportunities for the large local Hispanic population. The Coalition would work to ensure Hispanic population is an active participant in identifying potential brownfields sites and redevelopment opportunities by reaching out to members for community meetings; translation and interpreting services may be available. Visionary Home Builders (VHB) is a non-profit organization that has developed over 1,200 units of rental housing, 700 single-family homes, and farmworker housing within the City and County. The Coalition would work with VHB to identify potential residential redevelopment opportunities from the list of brownfields sites evaluated under the grant for low to moderated income families. The American Lung Association is actively involved in local environmental justice issues affecting Stockton's

disadvantaged community, and believes that cutting transportation emissions through smart growth is a vital clean air strategy in San Joaquin County, and that the creation of walkable, communities avoids \$47 million in traffic pollution-related health impacts such as 5,000 asthma attacks. The *Environmental Justice Project of Catholic Charities (Stockton Diocese)* Catholic voice to improve air quality, slow global warming emissions, advocate for sustainable and just community growth; efforts work toward reducing air and water pollution and to counter the effects of climate change, especially as they harm the poor and vulnerable. Environment Justice Project will be an important stakeholder with outreach to disadvantaged members of the community.

3.c.ii. Letters of Commitment: Letters of support are included in Attachment D.

3.d. Partnerships with Workforce Development Programs: The San Joaquin Economic Development Association (EDA) in cooperation with the Employment and Economic Development Department (EEDD), Chambers of Commerce and local governments, is a "One-Stop" business resource committed to meeting the needs of development prospects, local businesses and the community. EDA's goal is to encourage and assist business development in San Joaquin County. The EEDD provides employment, training, education, and economic development services throughout the county at its WorkNet site. Through the City of Stockton's local hiring ordinance, the City will provide outreach through WorkNet and relevant employment agencies to promote local hiring and procurement on brownfields projects in the city. Letters of support are included in Attachment D.

4. PROJECT BENEFITS - 4.a. Welfare, Environmental, and Public Health Benefits: Current and future residents of the target area will benefit from this grant funding by the ultimate reduction of exposure to environmental contaminants in soil, water, and indoor air, and as a result, an improved level of safety and livability. With the long industrial history that characterizes Stockton comes a legacy of contamination and brownfields sites. The first step in protecting the residents and workers from exposure to environmental contaminants is locating the sources of contamination and evaluating potential routes of exposure. Results will be used to determine best locations for housing and other sensitive receptors, and propose corrective actions as appropriate. Areas where immediate action may be necessary to protect public health and safety will be highlighted, and measures proposed and/or implemented.

Once brownfields properties are assessed and, as necessary, characterized, those with environmental conditions can be further ranked, and cleanup plans prepared. Although no cleanup activities will be financed with this grant, identification of the health risk conditions will promote necessary measures to reduce or eliminate potential exposures of the public to the contaminants. Providing a clear path through the environmental characterization and cleanup process will provide leverage for infill developers to take on projects in the target area with greater confidence.

In a letter to the San Joaquin Council of Governments in support of the Sustainable Communities Strategy, which prioritizes walking, biking, transit and infill development, the California American Lung Association argues that leaving business-as-usual planning behind for the proposed smart growth coming to San Joaquin County will create more walkable, connected communities, avoiding \$47 million in traffic pollution-related health impacts, including over 5,000 asthma attacks and 950 lost work days each year by 2035 (Attachment D).

Social Benefits. Stockton has a climate that naturally supports outdoor activity. And yet the waterfront parks and outdoor concert venue are presently underused. Too few people live within walking distance of transit and the waterfront attractions. Transit improvements, along with additional bike and pedestrian facilities are being planned, but lack funding for completion. The Coalition has been aggressive in identifying and acquiring grant monies to further these programs,

but additional grant monies such as urban forestry will accelerate the construction of improvements. The City is painfully aware that new retail, convenient transit, and friendly walkable streets are necessary before people will spend more leisure time in the downtown. The main goals of this project are to kick-start sustainable infill and to improve the livability and walkability of the urban core. Changing downtown from a place that at the end of the working day empties out, to a 24-hour neighborhood with residential, commercial and entertainment activities, would dramatically improve the physical, cultural and economic condition of the target area.

Measured Outcomes: acres redeveloped, investment dollars in infrastructure improvements, increased services such as a grocery store, and increase in property values.

4.b. Economic and Community Benefits: The target area and San Joaquin County will realize positive economic benefits from people moving into downtown as conditions improve for market rate housing. The downtown has one of the lowest median household incomes in the State and few retail services exist to serve its residents. Providing sites for new infill housing and facilitating retail development could improve the tax base in the tens of millions of dollars.

New planned residential neighborhoods will be linked to City parks and recreational areas through a series of planned bike and walking trails. This type of amenity attracts new businesses that care about their employee's health and well-being and typically pay above average wages, which allows for increased spending in the community and an increase in tax revenues. The creation of a safer and more attractive, sustainable city core encourages residents to shop downtown also increasing the local tax base. The current parks and open spaces will see more use and bring about a feeling that the downtown is a desirable and attractive place to live.

With brownfields assessment data in hand, rather than hiring consultants to evaluate sites for potential environmental conditions every time infrastructure repair and/or construction is required, staff could indicate whether a site has preliminary potential environmental concerns fairly quickly. This data can be used to leverage redevelopment and attract mixed-use infill developers, such as the Open Window project. Brownfield redevelopment will produce local construction jobs, creating an immediate positive impact to the area, while new mixed-uses will result in additional employment opportunities. New development catalyzed through the broader project will generate new jobs and additional redevelopment as the target area continues to emerge.

5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE - 5.a. Audit Findings: In its administration of federal, state and private grants and loans, the City of Stockton, Agency, and Parking Authority, have never had any adverse audit findings from an OMB Circular A-133 audit, or any audit conducted by a federal, state, tribal, or local government inspector general or similar organization, or audits conducted by the U.S. Government Accountability Office and, therefore, has not been required to comply with special "high risk" terms and conditions.

5.b. Programmatic Capability: City staff actively attends Brownfields conferences and participates in state-wide committees supporting the programmatic streamlining of Brownfields redevelopment projects. City staff is experienced and capable of administering and managing federal, state, and private grants and loans. City staff will work with Coalition Partners to develop an acceptable MOA prior to the expenditures of any grant funds. City staff will coordinate with EPA Region 9 to develop Cooperative Agreement Work Plans that detail the scope of work to be completed with task-specific schedules, budget and deliverables. City staff will carefully monitor grant activities and expenditures to ensure work plan activities are completed according to project schedules approved by EPA that are within approved spending limits. Together, our Chief Financial Officer, Attorney, and Grant Manager have over 65 years of combined government grant

implementation management experience. This level of expertise will ensure that all EPA programmatic and financial grants management will be fully satisfied under this grant.

The City of Stockton has designated Ms. Lorre Islas as the Project Administrator, and two Project Managers to support this project. Administrative oversight will be provided by Ms. Lorre Islas, Deputy Housing Director with the City's Economic Development Department (EDD). Ms. Islas has over twenty years of experience managing federal grant funds and an additional 13 years of land use planning experience. She has extensive experience in environmental documentation and is knowledgeable of both CEQA and NEPA. She also has Brownfield experience having worked with the DTSC to oversee the cleanup of a 25-acre redevelopment site.

One project manager for this grant would be Mr. Jorge Barrera, Project Manager II with the City of Stockton EDD. Mr. Barrera currently uses his educational background in law to lead the real property program for the City of Stockton. He has over 10 years of experience specializing in project and program administration. Mr. Barrera also has experience managing grants and providing technical assistance on grant programs and proposals.

A second project manager for this grant would be Ms. Cynthia Marsh, Project Manager I with the City's Housing Division of the EDD. Ms. Marsh has an educational background in Growth Management and Environmental Studies. She joined the City nearly a decade ago and currently administers the City's CDBG, HOME and ESG programs. She is knowledgeable of both CEQA and NEPA. Ms. Marsh has implemented a wide range of grant administration and long-range planning projects, including the ULI Downtown Plan and numerous infill projects.

5.c. Measuring Environmental Results: Anticipated Outputs/Outcomes: The Coalition will develop a database to track outputs and outcomes. The City has the technical and administrative capabilities to manage the grant, with a well-established track record of managing a variety of grant funded programs. In addition, with the assistance of our consultants, our Project Managers will establish metrics to gauge incremental improvements and set up mechanisms to track and measure them. Short-Term Outputs to measure and demonstrate success to EPA, stakeholders and the wider community include: Number of Phase I ESAs, Phase II ESAs, and Risk Assessments and Cleanup Plans completed. Long-Term Outcomes will establish baseline goals and tracking methods to include: Number of jobs created; Acres of land redeveloped for residential and commercial use; Tax revenue increases on redeveloped properties; Development funding leveraged; and Acres of land in use as public open space.

5.d. Past Performance and Accomplishments - 5.d.i.: Received \$1,050,000 from the following grants between 1996-2000: Brownfields Pilot Grant (1996), Water Quality Grant (1996), Supplemental Pilot Grant (2000), and Brownfields Revolving Loan Fund Grant (2000).

5.d.i.1. Accomplishments: Stockton RDA established a Brownfields Pilot Program that focused on downtown's waterfront with EPA grant funding in 1996. Sixteen properties were identified and an Environmental Master Plan was completed. A supplemental EPA grant in 2001 continued the work begun under the Pilot Project. Additional accomplishments include a Risk Management Plan (RMP) for redevelopment of properties in the Waterfront area and improved water quality in the Stockton Channel with the installation of a bubbler system which won the 2006 Environmental Excellence Award from the Sacramento Chapter of the APWA.

5.d.i.2. Compliance with Grant Requirements: The City of Stockton has met all requirements for reporting, financial expenditures, and timely submittal of deliverables related to all EPA and HUD awarded funds. While the schedules were adjusted when necessary, with HUD or EPA approvals, work plans were followed. There were no compliance issues and no corrective actions necessary.

APPENDIX 3
REGIONAL PRIORITIES FORM/OTHER FACTORS CHECKLIST

Name of Applicant: City of Stockton Assessment Coalition Proposal

REGIONAL PRIORITIES OTHER FACTOR

If your proposed Brownfields Assessment project will advance the regional priority(ies) identified in Section I.F., please indicate the regional priority(ies) and the page number(s) for where the information can be found within your 15-page narrative. Only address the priority(ies) for the region in which your project is located. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal, it will not be considered during the selection process.

Regional Priority Title(s): Region 9

1. Leveraging New/Expand Transit Investments to Reduce Air Pollution
2. Climate Change – Drought Stricken Communities

Page Number(s): 2, 3, 4, 5, 6, 11, 13

ASSESSMENT OTHER FACTORS CHECKLIST

Please identify (with an *x*) which, if any, of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

	Other Factor	Page #
	<i>None of the Other Factors are applicable.</i>	
	Community population is 10,000 or less.	
	Applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
	Target brownfield sites are impacted by mine-scarred land.	
	Project is primarily focusing on Phase II assessments.	
	Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying amounts and contributors of funding in the proposal and have included documentation.	
<i>x</i>	Recent (2008 or later) significant economic disruption has occurred within community, resulting in a significant percentage loss of community jobs and tax base.	1, 4, 5

	<p>Applicant is one of 24 recipients, or a core partner/implementation strategy party, of a “manufacturing community” designation provided by the Economic Development Administration (EDA) under the Investing in Manufacturing Communities Partnership (IMCP). To be considered, applicants must clearly demonstrate in the proposal the nexus between their IMCP designation and the Brownfields activities. Additionally, applicants must attach documentation which demonstrates either designation as one of the 24 recipients, or relevant pages from a recipient’s IMCP proposal which lists/describes the core partners and implementation strategy parties.</p>	
	<p>Applicant is a recipient or a core partner of HUD-DOT-EPA Partnership for Sustainable Communities (PSC) grant funding or technical assistance that is directly tied to the proposed Brownfields project, and can demonstrate that funding from a PSC grant or technical assistance include a HUD Regional Planning or Challenge grant, DOT Transportation Investment Generating Economic Recovery (TIGER), or EPA Smart Growth Implementation or Building Blocks Assistance, etc. To be considered, applicant must attach documentation.</p>	
<i>x</i>	Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	2, 15



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
8800 Cal Center Drive
Sacramento, California 95826-3200



Edmund G. Brown Jr.
Governor

December 20, 2016

Mr. Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

STATE OF CALIFORNIA LETTER OF ACKNOWLEDGEMENT FOR BROWNFIELDS GRANT APPLICATION FOR THE CITY OF STOCKTON

Dear Mr. Wilson:

The Department of Toxics Substances Control (DTSC) of the California Environmental Protection Agency (Cal/EPA) acknowledges and supports the City of Stockton's application for a U.S. Environmental Protection Agency (U.S. EPA) Brownfield Coalition Assessment Grant for the waterfront and downtown western core. DTSC is one of the lead regulatory Agency's with responsibility for overseeing the investigation and remediation of hazardous substances release sites in California. Through various initiatives, DTSC works cooperatively with state and local agencies, private entities and communities to facilitate brownfield reuse and achieve cost-effective remediation solutions, while safeguarding public health and the environment. DTSC has worked cooperatively with numerous stakeholders throughout California assisting with redevelopment and reuse plans for hazardous substances and petroleum release sites in our State.

DTSC fully supports the City of Stockton's efforts to apply for and obtain one Coalition Assessment Grant to address contamination in the waterfront and downtown western core in the amount of \$600,000. The requested EPA Brownfields grant funds will provide the City of Stockton funds for manage and implement an environmental assessment program, conduct community outreach, conduct area-wide planning, site inventory, site selection, Phase I, Phase II, and prepare risk assessments and cleanup plans.

The City of Stockton has been active and has voluntarily participated in addressing brownfield sites working with DTSC under its Voluntary Cleanup Program and Environmental Oversight Agreement. We are encouraged by the City of Stockton's

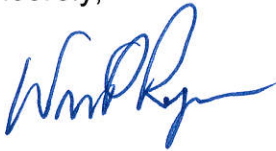
Mr. Kurt Wilson
December 20, 2016
Page 2

willingness to seek funds and act voluntarily to address contamination in an area that has historically been neglected. DTSC fully supports the City of Stockton's application for a U.S. EPA Community-Wide Assessment Grant.

This grant will allow the City of Stockton to work with State Agencies in a productive manner that protects the environment, improves lives of the citizens of the area, and all of California. We appreciate the opportunity to support local agency programs because they play a critical role in California's effort to protect the environment and public health.

If you have any questions, please contact Ms. Leona Winner at (916) 255-6679, or by email at Leona.Winner@dtsc.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Wm P Ryan', is positioned below the 'Sincerely,' text.

William P. Ryan, P.E.
Supervising Hazardous Substances Engineer II
San Joaquin Branch – Sacramento Office
Brownfields and Environmental Restoration Program

cc: Ms. Leona Winner (via email)
Senior Environmental Scientist
San Joaquin Branch – Sacramento Office
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

LIST OF ATTACHMENTS

The following attachments are provided for this City of Stockton Brownfields Coalition Assessment Grant Proposal FY2017, per page 28 of the Grant Guidelines.

- a.** Threshold eligibility
- b.** Letter from the state or tribal environmental authority
- c.** Documentation of applicant eligibility if other than city, county, state, or tribe
NOT APPLICABLE
- d.** Letters of commitment from all community organizations identified in the community engagement and partnerships ranking criteria
- e.** Documentation indicating leveraged funds are committed to the project
NOT APPLICABLE
- f.** Justification for requested waiver of the \$200,000 limit for a site-specific assessment, if applicable – NOT APPLICABLE
- g.** Property-specific determination request, if applicable – NOT APPLICABLE
- h.** Letters of commitment from assessment coalition members, if applicable
- i.** Petroleum eligibility determination information, if applicable – NOT APPLICABLE
 - *Documentation of leveraging commitments per 2.c.
 - *Map of project target area.

ATTACHMENT A
THRESHOLD ELIGIBILITY

ATTACHMENT A THRESHOLD DOCUMENTATION

1) Applicant Eligibility

- The City of Stockton, California, is eligible to apply for the FY17 EPA Brownfields Assessment Grant because it is considered a General Purpose Unit of Local Government as defined by EPA under 2 CFR 200.64. *See Attachment H.*
- The Successor Agency to the Former Redevelopment Agency of the City of Stockton (the “Successor Agency”) is eligible to apply for the FY17 EPA Brownfields Assessment Grant because it is a separate legal entity under state and local law, owns several properties with the target area, and meets the definition of an eligible entity as described in Section III of the Assessment Grant Guidelines. The Successor Agency may apply as a separate legal entity and is sanctioned by the State of California. Successor Agencies were created following the dissolution of Redevelopment Agencies on February 1, 2012. California Health and Safety Code section 34173(g) states that a successor agency is a separate public entity from the public agency that provides for its governance. *See Attachment H.*
- An integral part of transportation planning includes parking. A purpose of the Parking Authority is to support and encourage infill development that provides for walkable communities that will reduce vehicle miles traveled and promote a reduction in air pollution in the target area. The Parking Authority of the City of Stockton (“Parking Authority”) is a separate legal entity that owns properties under state and local law and meets the definition of an eligible entity as described in Section III of the Assessment Grant Guidelines. The California Streets and Highways Code section 36250 states that the Parking Authority of the city is a public body corporate and politic and can exercise all powers grant by the Parking Laws of the state. Further, Section 32801 provides a list of such powers, all of which evidence a separate legal status. *See Attachment H.*

2) Letter from the State or Tribal Environmental Authority

A letter of acknowledgement/support signed by the California Department of Environmental Protection, Department of Toxic Substances Control and the Central Valley Regional Water Quality Control Board is presented as Attachment B.

3) Community Involvement

The Coalition will have a Public Engagement and Outreach Plan that will be implemented through the different phases of the project. The purpose of the plan is to solicit and process community input. The target audience is property owners, business owners, employers, and neighborhood residents within the target area. The City will lead communication efforts with the public. The Engagement and Outreach Plan will include both traditional and innovative methods of communication, such as community meetings, press releases, newspaper articles, website updates, e-blasts, and social media. The plan will include several community and focus group meetings held in public locations within the target area. For parcels that are identified as brownfields sites, a more detailed public engagement process will be implemented for stakeholders that live or work adjacent to or near the sites. The City will provide public notices for outreach events at public locations, such as libraries, parks and recreation centers. Project updates will be provided through the City’s website, social media platforms and the City’s Public Information Officer (PIO). Spanish

translated materials will be used to reach out to minority populations whose primary language is not English.

Table 1: Community-organizations Support

Organization	Type	Support Pledged
CalEPA, Department of Toxic Substances	State	Regulatory and advisory assistance
Central Valley Regional Water Quality Control Board	State	Regulatory and advisory assistance
San Joaquin Council of Governments (SJCOG)	Local	Technical support, public outreach
San Joaquin Regional Transit District (SJRTD)	Local	Technical support, public outreach
San Joaquin Regional Rail Commission (SJRRC)	Local	Technical support, public outreach
San Joaquin County Economic Development Association (EDA)	Local	Planning meetings, public outreach
San Joaquin County Economic and Employment Development Department (EEDD)	Local	Meeting space, public outreach
Downtown Stockton Alliance (DSA)	Local NPO	Public outreach
Greater Stockton Chamber of Commerce	Local	Public outreach
San Joaquin County Hispanic Chamber of Commerce	Local	Public outreach
Ten Space Development	Private	Public outreach
State Assemblymember Susan Eggman	State	Public outreach
American Lung Association	Local NPO	Public outreach
Environmental Justice Project of Catholic Charities (Stockton Diocese)	Local NPO	Public outreach
Visionary Home Builders (VHB)	Local NPO	Public outreach

4) Site Eligibility and Property Ownership Eligibility

This grant application is for a community-wide assessment, not a site-specific assessment. Therefore, this criterion is not applicable to this application.

ATTACHMENT B
LETTER FROM THE STATE OR TRIBAL ENVIRONMENTAL AUTHORITY



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
8800 Cal Center Drive
Sacramento, California 95826-3200



Edmund G. Brown Jr.
Governor

December 20, 2016

Mr. Kurt Wilson
City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

STATE OF CALIFORNIA LETTER OF ACKNOWLEDGEMENT FOR BROWNFIELDS GRANT APPLICATION FOR THE CITY OF STOCKTON

Dear Mr. Wilson:

The Department of Toxics Substances Control (DTSC) of the California Environmental Protection Agency (Cal/EPA) acknowledges and supports the City of Stockton's application for a U.S. Environmental Protection Agency (U.S. EPA) Brownfield Coalition Assessment Grant for the waterfront and downtown western core. DTSC is one of the lead regulatory Agency's with responsibility for overseeing the investigation and remediation of hazardous substances release sites in California. Through various initiatives, DTSC works cooperatively with state and local agencies, private entities and communities to facilitate brownfield reuse and achieve cost-effective remediation solutions, while safeguarding public health and the environment. DTSC has worked cooperatively with numerous stakeholders throughout California assisting with redevelopment and reuse plans for hazardous substances and petroleum release sites in our State.

DTSC fully supports the City of Stockton's efforts to apply for and obtain one Coalition Assessment Grant to address contamination in the waterfront and downtown western core in the amount of \$600,000. The requested EPA Brownfields grant funds will provide the City of Stockton funds for manage and implement an environmental assessment program, conduct community outreach, conduct area-wide planning, site inventory, site selection, Phase I, Phase II, and prepare risk assessments and cleanup plans.

The City of Stockton has been active and has voluntarily participated in addressing brownfield sites working with DTSC under its Voluntary Cleanup Program and Environmental Oversight Agreement. We are encouraged by the City of Stockton's

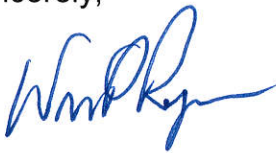
Mr. Kurt Wilson
December 20, 2016
Page 2

willingness to seek funds and act voluntarily to address contamination in an area that has historically been neglected. DTSC fully supports the City of Stockton's application for a U.S. EPA Community-Wide Assessment Grant.

This grant will allow the City of Stockton to work with State Agencies in a productive manner that protects the environment, improves lives of the citizens of the area, and all of California. We appreciate the opportunity to support local agency programs because they play a critical role in California's effort to protect the environment and public health.

If you have any questions, please contact Ms. Leona Winner at (916) 255-6679, or by email at Leona.Winner@dtsc.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Wm P Ryan', is written over the 'Sincerely,' text.

William P. Ryan, P.E.
Supervising Hazardous Substances Engineer II
San Joaquin Branch – Sacramento Office
Brownfields and Environmental Restoration Program

cc: Ms. Leona Winner (via email)
Senior Environmental Scientist
San Joaquin Branch – Sacramento Office
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

Central Valley Regional Water Quality Control Board

1 December 2016

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, California 95202

U.S. EPA BROWNFIELDS ASSESSMENT COALITION GRANT, CITY OF STOCKTON

The City of Stockton (City) Economic Development Department has informed us that the City is proposing to form an Assessment Coalition (Coalition) with the Stockton Successor Agency and the Stockton Parking Authority. It is our understanding that the Coalition will be applying to the U.S. Environmental Protection Agency (U.S. EPA) for a Brownfields Assessment and Cleanup Grant. The California Central Valley Regional Water Quality Control Board (Central Valley Water Board) supports the Coalition's grant application.

The Central Valley Water Board is providing regulatory oversight to the City for investigation and cleanup of several sites where discharges of pollutants to soil and groundwater have occurred. The Central Valley Water Board is working to facilitate the cost-effective cleanup and reuse of brownfields, while helping local agencies and private parties comply with our policies and regulations. Again, the Central Valley Water Board supports the Coalition's application and appreciates the opportunity to be involved in the important projects which would be funded by this grant.

If you have any questions, please contact me at 916-464-4678 or Steven.Meeks@waterboards.ca.gov.



Steven W. Meeks, P.E.
Chief, Private Sites Cleanup Unit

cc: Jorge Barrera, City of Stockton, Economic Development Department, Stockton

ATTACHMENT D
LETTERS OF COMMITMENT FROM COMMUNITY ORGANIZATIONS



SAN JOAQUIN COUNCIL OF GOVERNMENTS

555 E. Weber Avenue • Stockton, California 95202 • P 209.235.0600 • F 209.235.0438 • www.sjcog.org

December 1, 2016

Steve DeBrum

CHAIR

Katherine Miller

VICE CHAIR

Andrew T. Chesley

EXECUTIVE DIRECTOR

Member Agencies

CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF
SAN JOAQUIN

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

RE: Letter of support for the City of Stockton's U.S. EPA brownfields grant application

Dear Mr. Wilson,

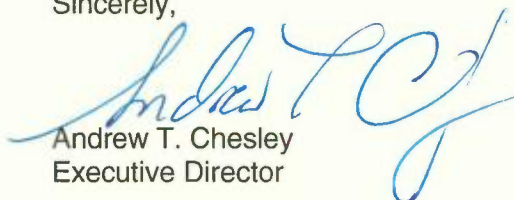
On behalf of the San Joaquin Council of Governments, I am writing this letter of support for the City of Stockton's assessment grant application to the U.S. EPA Brownfields Assessment, Cleanup and Revolving Loan Program for the waterfront area and western downtown core.

The target area encompasses the north and south shores of the waterfront, along with the first seven blocks of the downtown core immediately to the east of the waterfront, including the bulk of the areas previously planned via the Waterfront Connections and Miner Avenue Streetscape Plans. These thoroughfares have deteriorated due to decades of neglect and are unsuitable for non-auto modes of transit. Environmental assessment of this area will further the goals of the comprehensive planning that has taken place, including to encourage investment in mixed use infill development, and to promote alternative modes of transportation such as biking and walking.

During the past fifteen years, Stockton's downtown has improved dramatically and will continue to improve. These efforts have transformed into a visible sign of the revitalization of our city core. Through planning efforts and forthcoming developments, smart growth principles are starting to play a key role in downtown's renaissance. In an effort to embrace these principles, the City is assuming a prominent role in prioritization of redevelopment and infill projects.

Paving the way for infill and redevelopment in the downtown will strengthen revitalization and economic development efforts, while bettering the quality of life for Stockton's community.

Sincerely,



Andrew T. Chesley
Executive Director



December 2, 2016

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

RE: U.S. EPA Brownfields Assessment, Cleanup and Revolving Loan Program

Dear Mr. Wilson,

This letter is written in support of the City of Stockton's application for assessment funding from the U.S. EPA Brownfields Assessment, Cleanup and Revolving Loan Program for the waterfront area and western downtown core.

As the regional transit provider for San Joaquin County, San Joaquin Regional Transit District (RTD) is dedicated to providing a safe, reliable, and efficient transportation system for the customers it serves. With the operation of its Downtown Transit Center (DTC) in the heart of downtown Stockton, including the operation of a fast-charging station for battery-electric buses at the DTC, and its plans for a new Bus Rapid Transit route along the waterfront and downtown, RTD shares not only the City's commitment to the provision of easily accessible public transit services, but also its commitment to the continued economic redevelopment of Stockton's waterfront and downtown core.

Environmental assessment will provide a conduit to further redevelopment brownfields sites within the waterfront and downtown core, ultimately allowing for enhanced transit service options within the corridor.

To that end, RTD is pleased to provide you its support of your grant application via this letter.

Sincerely,

A handwritten signature in cursive script that reads 'Donna DeMartino'.

Donna DeMartino
Chief Executive Officer

CHIEF EXECUTIVE OFFICER: Donna DeMartino

BOARD OF DIRECTORS: CHAIR Michael Restuccia • VICE CHAIR Les J. Fong • Joni Bauer • Gary S. Giovanetti • Balwinder T. Singh

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

P.O. Box 201010 • Stockton, CA 95201 • (209) 943-1111 • (209) 948-8516 Fax • sanjoaquinRTD.com

SJC

ECONOMIC DEVELOPMENT ASSOCIATION

November 30, 2016

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Dear Mr. Wilson:

I am writing to express my support for your grant application to the Environmental Protection Agency for the Area-Wide Brownfields Assessment of properties located in the western downtown and waterfront areas. Redevelopment of many of these properties, including the site of our office, has been complicated by real or perceived environmental contamination. Our community is in dire need of assistance to revitalize such properties both environmentally and economically, mitigating potential health risks, crime, and blight and restoring economic vitality to areas which have long been disregarded due to previous industrial uses. Successful brownfields cleanup and redevelopment are proof that economic development and the environment can, and indeed, must coexist.

Remediation and reuse of sites within the downtown will offer a great number of public benefits as well as environmental and economic gains, including the expansion of employment opportunities for local workers who can cut commuting times through the production of high density urban housing, and support a variety of businesses in mixed-use infill developments. In addition to the end-use benefits, the assessment and clean-up phase will serve to create new businesses and jobs. Oftentimes, these jobs are created in neighborhoods where they are most needed.

Brownfields sites are often abandoned and vacant and therefore not producing tax revenues for the city. Furthermore, owners face significant challenges in selling these sites as potential buyers are reluctant to assume potential liability for clean-up and environmental remediation. This loss of earnings potential is in addition to other strains on our economic health, making brownfields even more detrimental to the community. Thus, returning these abandoned sites to active use not only creates jobs and investment, but also broadens the community's tax base. The ripple effects can carry over to adjacent neighborhoods, creating further economic investment in our city.

Paving the way for infill and redevelopment in the downtown will strengthen revitalization and economic development efforts, while bettering the quality of life for Stockton's community. You have our full support in your request for an EPA grant, and we look forward to seeing the fruits of this endeavor in the future.

Sincerely,



Steven Lantsberger, CED/EDFP/HDFP
Economic Development Director

JOHN M. SOLIS
Executive Director



BOARD OF SUPERVISORS
CARLOS VILLAPUDUA
First District
KATHERINE M. MILLER
Second District
MOSES ZAPIEN
Third District
CHUCK WINN
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BOB ELLIOTT
Fifth District

C O U N T Y O F S A N J O A Q U I N
EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT
WINNER OF NATIONAL ALLIANCE OF BUSINESS DISTINGUISHED SERVICE AWARD

November 30, 2016

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Dear Mr. Wilson:

On behalf of the San Joaquin County Employment and Economic Development Department, I am pleased to express my support for the City of Stockton's assessment grant application to the U.S. EPA Brownfields Assessment, Cleanup and Revolving Loan Program for the waterfront area and western downtown core. Funds for the inventory, prioritization, clean-up and reuse of brownfields sites to further revitalization and investment in the downtown is sorely needed.

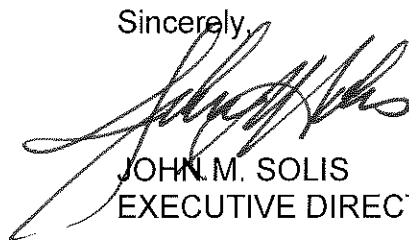
When done well, a redevelopment project can prompt a series of investment in nearby properties and, therefore, extend the benefits to a wider area. The jobs and investments created because of a brownfields redevelopment not only include those of direct efforts, but generate a ripple effect throughout the local economy. A National Round Table on the Environment and the Economy study found that the effects of brownfields redevelopment had a total output multiplier of 3.8, meaning that an additional \$1 generated because of a brownfield project is likely to lead to \$3.80 in total investment.

In addition to quantifiable measures like tax revenues, job creation, and funding leveraged, anecdotal evidence points to additional economic impacts of brownfields. For example, a frequent goal of brownfields programs is to bring new resources and previously unavailable products and services to the communities in which they are located – such as a needed grocery store, drug store, health clinic or other amenity. Expansion of existing businesses or investment by new businesses, the slowing or reversing of economic decline, the increased earnings of surrounding businesses are also all indicators of success.

It is imperative to couple brownfield redevelopment with good planning. Factors such as the density of redevelopment, the type of uses associated with the redevelopment, and understanding market viability for the project, all play a key role in ensuring economic benefits. The benefits of brownfield remediation and redevelopment extend beyond removal of contaminants, in that it brings a site back to active use – returning it to the tax rolls, leveraging private investment, and creating businesses and jobs.

We are proud to support these efforts by the City to continue revitalization efforts and realize the vision of a strong, healthy, and prosperous urban core.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Solis", written over the printed name and title.

JOHN M. SOLIS
EXECUTIVE DIRECTOR



December 18, 2016

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Dear Mr. Wilson,

On behalf of the Downtown Stockton Alliance Board, and the more than 300 property owners and 1,000 businesses we represent, we are writing this letter in support of your application for assessment funding from the U.S. EPA Brownfields Assessment, Cleanup and Revolving Loan Program.

The Downtown Stockton Alliance is a property-based business improvement district that is working to advance the revitalization of downtown Stockton. We are a private/public partnership, providing downtown property owners with cleaning and hospitality services, marketing, visitor, and business retention efforts.

In the last fifteen to twenty years, the landscape of downtown Stockton has changed and will continue to change dramatically. There has been an amazing amount of carefully planned redevelopment constructed in the city's core which has become the most visible outward sign of the revitalization of our waterfront downtown. Getting the revitalization pendulum to swing forward depends, in large part, upon cooperative projects so that reuse can occur. Once the momentum starts, there's no stopping it.

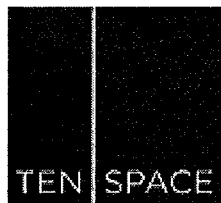
As board members of the Downtown Stockton Alliance, our commitment and efforts aimed at downtown revitalization will be enhanced by the City's efforts to assess brownfields sites in the downtown core. Conducting environmental assessment of this area to further redevelopment is vital to building the critical mass and synergy necessary to effect a significant and long lasting turn-around to the economic and social challenges facing our downtown and our City as a whole.

We look forward to the continued positive momentum that the award of this grant will ensure.

Sincerely,

A handwritten signature in cursive script that reads "Cindi Fargo".

Cindi Fargo
Chief Executive Officer



110 N San Joaquin Street, 5th floor
Stockton, CA 95202
209.469.2678
info@tenspacedev.com

www.tenspacedev.com

December 2, 2016

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Dear Mr. Wilson,

This letter shall serve as a statement of support for the City of Stockton Downtown Coalition's application for assessment funding from the U.S. EPA Brownfields Assessment, Cleanup and Revolving Loan Program.

I understand that the funds are to be used to inventory, prioritize and plan for clean-up and reuse of brownfields sites in the waterfront and western downtown areas.

As a leading real estate company located in downtown Stockton, Ten Space marries investment in real estate with investment in people and local economies by crafting complete-community building strategies. We reinvigorate existing urban areas by creating pedestrian-friendly neighborhoods with retail, entertainment and commerce where individuals can live and work. By deploying sustainable building practices through the rehabilitation of existing structures and construction of new mixed-use buildings, Ten Space transforms and enlivens neighborhoods from the ground up.

Contained within the City's proposed brownfields assessment area sits the 15-square block Open Window Project, a Ten Space infill development project, proposed to include 1,400 residential dwelling units with 200,000 square feet of retail and flex space, 90,000 square feet of commercial office space, and 110,000 square feet of industrial art warehouse and studio space – totaling 400,000 square feet of non-residential floor area. Of the parcels included in the project area, three are owned by the City of Stockton and five are owned by the Parking Authority of the City of Stockton. The Open Window Project desires to purchase the subject properties at fair market value.

While redevelopment of several public projects has occurred downtown in recent years, mixed-use residential redevelopment has been lacking due to the high cost to perform environmental work and develop each site - many of which were formerly industrial uses. Having an inventory of hazard-free development areas to market will serve as a catalyst to attract new pedestrian-friendly development to the downtown core, thus supporting additional employment opportunities and enhancing the economic stability of our area. We are committed to doing our part in this renaissance.

Sincerely,

Zac Cort
President and Chief Executive Officer

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0013
(916) 319-2013
FAX (916) 319-2113

DISTRICT OFFICE
31 EAST CHANNEL STREET, SUITE 306
STOCKTON, CA 95202
(209) 948-7479
FAX (209) 465-5058

Assembly California Legislature



SUSAN TALAMANTES EGGMAN, Ph.D.
CHAIR, ASSEMBLY COMMITTEE ON LOCAL GOVERNMENT
ASSEMBLYMEMBER, THIRTEENTH DISTRICT

COMMITTEES
AGRICULTURE
APPROPRIATIONS
BUSINESS AND PROFESSIONS
UTILITIES AND COMMERCE
WATER, PARKS, AND WILDLIFE

SELECT COMMITTEES
CHAIR, CIVIC ENGAGEMENT
CHAIR, END OF LIFE HEALTH
CARE

December 2, 2016

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Dear Mr. Wilson:

I am writing this letter to support the City of Stockton Economic Development Department's application for \$600,000 in assessment funding through the United States' Environmental Protection Agency Brownfields Assessment, Cleanup and Revolving Loan Program grant. It is my understanding that this money will be used in fiscal 2017-2018 for Stockton's downtown core, focusing on the waterfront.

As you may know, the City's Economic Development Department has been actively involved with the Brownfields programs since they began in 1996. Construction has now been completed on three waterfront catalyst redevelopment projects: the Weber Block public plaza and renovation of the Stockton Deep Water Channel, the Cineplex/Hotel Stockton renovation, and the minor league baseball stadium and Stockton Arena. This grant will enable our City to continue to identify, remediate and reuse Brownfields sites and encourage further revitalization of our downtown.

If this grant request is funded, my constituents who live and work in Stockton will benefit greatly, and I am pleased to give it my strong support. Thank you for your time and consideration. If you have questions, please feel free to contact my District Director, Anne Baird, at 209-948-7479.

Sincerely,

A handwritten signature in blue ink, appearing to be "S. Eggman", written over a circular blue stamp.

SUSAN TALAMANTES EGGMAN
Assemblymember, 13th District



April 23, 2014

Chairman Jeff Laugero and Members of the Board of Directors
San Joaquin Council of Governments
555 East Weber Avenue
Stockton, CA 95202-2804

Dear Chairman Laugero and members of the Board:

On behalf of the undersigned health and medical organizations we write to offer our support and recommendations to further enhance the San Joaquin Council of Governments' (SJCOG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). As the Board moves toward a vote to adopt a final plan, we provide recommendations to improve air quality and public health, to increase safe, practical and healthier mobility options for children and seniors and to revitalize our existing communities, especially our most disadvantaged communities.

This plan has the potential to move San Joaquin County in a healthy, new direction. Historical sprawl development has had negative impacts on air quality, chronic illnesses, independence for seniors and young people, social equity, household budgets and many other quality of life factors in the county. The American Lung Association in California's March 2014 *Public Health Crossroads* report found that leaving business-as-usual planning behind and using the new growth coming to San Joaquin County to create more walkable, connected communities could avoid \$47 million in traffic pollution-related health impacts, including over 5,000 asthma attacks and 950 lost work days each year by 2035¹.

Cutting transportation emissions is a vital clean air strategy in San Joaquin County, which is home to the nation's 12th most particulate-polluted metropolitan area². But the benefits of healthier planning provide benefits far beyond air quality. Evidence shows that communities where residents can take part in daily physical activity and active transportation often result in significant reductions in air pollution, cancers, diabetes, heart disease, obesity and stroke, as well as billions in associated health care costs^{3 4}. Planning that promotes good health saves

¹ American Lung Association in California. *Public Health Crossroads: San Joaquin County*. March 2014. www.lung.org/california.

² American Lung Association. *State of the Air 2013*. www.stateoftheair.org.

³ Maizlish, N., et al. *Health Cobenefits and Transportation-Related Reductions in Greenhouse Gas Emissions in the San Francisco Bay Area*. American Journal of Public Health. April 2013. <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3673232/>

⁴ Hsi-Hwa Hu, et al. *Neighborhood environment and health behavior in Los Angeles area*. Transport Policy. May 2014. <http://www.sciencedirect.com/science/article/pii/S0967070X14000353>

families in medical care costs, prevents pedestrian and bicyclist injury costs, saves businesses in insurance costs and lost productivity (including lost work days among employees home with sick children) and saves school districts money on lost enrollment days^{5 6}.

Our recommendations are geared toward several specific strategies that the COG approved for this plan and we believe that acting on these recommendations will enhance quality of life for all residents:

Promote health by bringing more active transportation projects online in the near term

We strongly support that this plan placed a priority on improving public health, and appreciate the COG's adoption of a strategy to "Enhance Public Health through Active Transportation Projects." The 78 percent increase in active transportation funds in this plan clearly helps to support this strategy, but the gains made in active transportation remain characterized in the plan as "modest" at 0.68 percent increase over the 2011 plan, and actually drop below 2012 levels by 2040 according to the Environmental Impact Report (Table 4.12-3). Given the significant air pollution and chronic disease rates⁷ in San Joaquin County, we recommend that the COG seek to gain more substantial improvements and clearly defined timelines for these projects to be completed in the near term and to sustain increased active transportation in the long-term. Front-loading these investments, and prioritizing investments within potential future transportation funding measures detailed in the plan would better serve the health and mobility options for residents. These types of projects can also provide more opportunities for neighbors and residents to interact in public, creating more of civic engagement that can help to reduce crime and increase safety and security, another strategy outlined in the RTP/SCS.

Prioritize existing communities, downtowns and town centers over suburban development

While the current plan places significant focus on increasing transit service, the land use projections in the plan continue to favor suburban growth that would effectively require residents to drive for all daily errands. Where suburban development will occur, the plan should increase the level (if any) of walkable, mixed-use development to ensure that new developments are not devoid of healthier transportation options to jobs, shopping, schools or other daily needs. Given that the COG has put resources and effort into its inventory of viable Transit Oriented Development/Infill sites, as well as preparing the Smart Growth Incentive Program, more support could be given to infill and existing neighborhoods than is currently outlined in the plan. Given the COG strategy to enhance health through more active transportation programs, and the fact that the share of walking and biking is assumed to drop over time, more of the identified infill sites could be assumed to be developed in

⁵ Maizlish, *ibid*.

⁶ American Lung Association in California, *ibid*.

⁷ San Joaquin Council of Governments. *Staff Report: Basic Public Health Facts*. May 2013.
<http://www.sjcog.org/AgendaCenter/ViewFile/Agenda/05232013-147>

the current plan and, as future transportation funds become available, the Smart Growth Incentive Program, transit capital, streetscape and active transportation projects should be accelerated for early action to quickly invest in creating safe, vibrant and walkable neighborhoods.

Direct reserve funding to expand existing community transit bus systems

We appreciate that the 2014 plan increases transit funds 28.1 percent over the past plan, and believe that the expansion of the San Joaquin County Regional Transit District's Bus Rapid Transit system is a success story to be highlighted to other jurisdictions. It is clear that the investment in this system needs to be supported with a high level of transit oriented development. We believe that the RTP/SCS can be further aligned with the COG's strategy to "Optimize Public Transportation System to Provide Efficient and Convenient Access for Users at All Income Levels" by re-directing a percentage of the funds being held in reserve for *possible* future commuter rail service out of the county into existing transit bus systems that operate and provide local in-town service needs today. We believe that re-directing some portion of the reserve funding to enhance local bus service for those living and working within the county could also support social equity and trip reduction goals.

Issue progress reports on key measures and strategies presented in the plan and incorporate additional health and equity indicators into future plans

As the COG moves forward with implementation of the plan, it will be important to review progress toward key strategies. While the planning process is a short four-year effort, mid-term progress reporting will help to inform board members and the public on successes and challenges in meeting important benchmarks and regional emission reduction targets. Specifically, the COG could convene the SCS advisory committee annually for updates and discussion of implementation of the SCS strategy outcomes. For example, the committee could evaluate and report on how implementation of the plan is meeting strategies of "Enhancing Public Health through Active Transportation Projects" or "Optimizing Public Transportation System to Provide Efficient and Convenient Access for Users at All Income Levels" in support of the COG's goals. Inclusion of a San Joaquin County Public Health Services representative on the SCS Advisory Committee would provide an opportunity for valuable, ongoing expertise and feedback related to the health impacts of planning decisions as deliberations move forward. In addition, as future plans are developed, COG should continue to review the listing of the health and equity performance indicators developed through a statewide collaboration led by Human Impact Partners, which were not able to be modeled in this initial SCS.

We view the SCS process through the lens that planning decisions have a real impact on the health and vibrancy of our communities and we appreciate your consideration of the above recommendations in this light. We thank you for the important dialogue on the future of San Joaquin County, and look forward to working with you as you consider the final plan.

Sincerely,

Tim Gibbs
Director of Campaign Initiatives
American Cancer Society Cancer Action Network

Will Barrett
Policy Manager
American Lung Association in California

Nancy Perrin
President
California Society for Pulmonary Rehabilitation

Heidi R. Flori, MD, FAAP
President
California Thoracic Society

Praveen Buddiga, MD
Chair, Air Quality Committee
Fresno-Madera Medical Society

Eric Lerner
Climate Director
Health Care Without Harm

Sara Satinsky, MPH, MCRP
Senior Research Associate
Human Impact Partners

Harry Wang, MD,
President, Sacramento Chapter
Physicians for Social Responsibility

Linda Rudolph, MD, MPH
Co-Director, Center for Climate Change & Health
Public Health Institute

Jeremy Cantor, MPH, Program Manager
Sandra Viera, Program Manager
Prevention Institute

Krysta Titel, MPH
Coalition Coordinator
San Joaquin County Asthma & COPD Coalition

Marty Martinez
Northern California Policy Manager
Safe Routes to School National Partnership



Building Homes, Strengthening Communities

November 29, 2016

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

RE: Letter of support for the City of Stockton's U.S. EPA Brownfields Grant Application

Dear Mr. Wilson,

On behalf of Visionary Home Builders of California, I am writing this letter of support for the City of Stockton's assessment grant application to the U.S. EPA Brownfields Assessment, Cleanup and Revolving Loan Program for the waterfront area and western downtown core.

As a non-profit developer of affordable housing projects, headquartered within the proposed brownfields assessment area, we are mindful that funds are sorely needed for the inventory, prioritization, clean-up and reuse of brownfields sites to further mixed-use and pedestrian-oriented residential development in the downtown.

Our vision is a community where every child and adult has access to safe, decent, affordable housing and educational, training and learning opportunities. We believe a home is the foundation which builds a healthy community where families can grow, strive for their dreams and hope for their future. To further that goal, Visionary Home Builders of California, Inc., has brought millions of dollars into the community. From inception, VHB has built more than 700 single-family homes and developed more than 1,200 units of rental housing.

Within the City's proposed assessment area sits VHB's proposed Grand View Village – mixed-use, six-story infill project, to include 108 dwelling units, over 28,000 square feet of street-front retail, a parking garage, and a 5,000 square foot rooftop community center and playground. While affordable housing is truly needed in the downtown, the perception, presence, nature and extent of contamination can affect the cost of development and the liability risk, both of which influence the ability to secure financing. Cleaning up and returning these properties to productive use can reduce human health risks, provide jobs and needed tax revenues, and revitalize a deteriorated area of town that has long been neglected.

I believe the Environmental Protection Agency's favorable consideration of the City's grant application is crucial to increasing the feasibility of redevelopment in the downtown, and has my complete support.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carol Ornelas", is written over a horizontal line. The signature is fluid and extends to the right.

Carol Ornelas
Chief Executive Officer

ATTACHMENT H
LETTERS OF COMMITMENT FROM ASSESSMENT COALITION MEMBERS



CITY OF STOCKTON

OFFICE OF THE CITY MANAGER

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209 / 937-8212 • Fax 209 / 937-7149
www.stocktongov.com

December 20, 2016

CITY OF STOCKTON ELIGIBILITY & COMMITMENT AS LEAD MEMBER FOR FY17 U.S. EPA BROWNFIELDS ASSESSMENT COALITION GRANT APPLICATION

The City of Stockton is committed to serving as the lead coalition member for the referenced grant. The City is eligible to apply for an assessment grant as a "local government" as defined and stated under 2 CFR 200.64. The City proposes to apply as an Assessment Coalition with the Successor Agency to the Former Redevelopment Agency of the City of Stockton (the "Successor Agency"), and the Parking Authority of the City of Stockton (the "Parking Authority"), serving as supporting coalition members. This partnership will promote a shared vision of attracting infill development and building on past redevelopment success stories and existing infrastructure improvements by using vacant land or rehabilitating existing properties in order to create a bustling waterfront and downtown area with a thriving economy.

Based on a legal analysis performed by the City Attorney, the Successor Agency and Parking Authority are separate legal entities eligible to serve as supporting coalition members. Specifically, California Health and Safety Code section 34173(g) explicitly states that a successor agency is a separate public entity from the public agency that provides for its governance. Additionally, the California Streets and Highways Code section 32650 states that the parking authority of the city is a public body corporate and politic and can exercise all powers granted by the Parking Laws of the state. Further Section 32801 provides a listing of such powers, all of which evidence a separate legal status.

Any belief that the Successor Agency or Parking Authority are departments within the City of Stockton based on the City's website should be dismissed as the legal entity status of both agencies is affirmed in the attached memorandum that provides a legal analysis by the City Attorney (Attachment A – City Attorney Memorandum). The listing of these agencies on the City's website is an oversight as they are both separate legal entities. A statement on the City's website suggesting that the City of Stockton contracts for parking meter services is also an oversight. It is the Parking Authority that contracts for these services directly with SP Plus by exercising its own procurement and contracting authority (Attachment B – Management Agreement).

December 20, 2016

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City of Stockton Commitment of Membership

As evidenced from the letters of support received from various community organizations and leaders that have been a made a part of this application, the City of Stockton as the potential grant recipient, will continue to ensure community enagement and partnerships to meet the needs of the community within the Stockton Waterfront and Western Downtown Core, and those of the Successor Agency and Parking Authority in the implementation of a Brownfields Assessment Program under this grant opportunity.

CITY OF STOCKTON, A Municipal Corporation

By: 
for KURT O. WILSON
City Manager

MEMORANDUM

CONFIDENTIAL

This communication is confidential between attorney and the recipient City department/agent and is the work product of the attorney and is not intended for use or inspection by anyone other than the recipient City department/agent.

December 7, 2016

TO: MICAH RUNNER, ECONOMIC DEVELOPMENT DIRECTOR
JORGE BARRERA, PROGRAM MANAGER II

FROM: JOHN M. LUEBBERKE, CITY ATTORNEY
LORI A. ASUNCION, DEPUTY CITY ATTORNEY

RE: **USEPA FY17 Brownfields Grant - Coalition Members**

Background

On November 21, 2016, you requested an opinion from the City Attorney's office regarding whether the Successor Agency (SA) and the Parking Authority (PA) could serve as supporting members of a coalition to apply for a Brownfield Grant. Specifically, you sought confirmation that each entity was its own legal entity under the EPA Guidelines. I advised that both were separate legal entities and therefore capable of joining the coalition.

Following receipt of an email from the EPA requesting more information to support this position, including whether or not these entities had their own DUNS numbers, you asked for a memorandum providing the rationale for the city's determination that both entities were separate legal entities.

Analysis

Successor Agency

I confirmed with the City Manager's office that the Successor Agency does not have its own DUNS number. Although a DUNS number can serve as proof of separate legal status, it is not the only method for doing so.

Successor Agencies were created following the dissolution of Redevelopment Agencies on February 1, 2012. Specifically, Assembly Bill 1484 was passed which amended the California Health and Safety Code to create successor agencies which succeeded to and assumed the obligations of the dissolved redevelopment agencies.

California Health & Safety Code section 34173(g) provides:

"A successor agency is a separate public entity from the public agency that provides for its governance and the two entities shall not merge. The liabilities of the former

redevelopment agency shall not be transferred to the sponsoring entity and the assets shall not become assets of the sponsoring entity. A successor agency has its own name, can be sued, and can sue. All litigation involving a redevelopment agency shall automatically be transferred to the successor agency. The separate former redevelopment agency employees shall not automatically become sponsoring entity employees of the sponsoring entity and the successor agency shall retain its own collective bargaining status. As successor entities, successor agencies succeed to the organizational status of the former redevelopment agency, but without any legal authority to participate in redevelopment activities, except to complete any work related to an approved enforceable obligation. Each successor agency shall be deemed to be a local entity for purposes of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code)."

Parking Authority

California Streets and Highways Code Section 32650 provides:

"There is in each city and in each county of the state a public body corporate and politic known as the parking authority of the city or the county."

California Streets and Highways Code Section 32512 provides:

"State public body" means the State, or any city, city and county, county, district, authority, or any other subdivision or public body of the State."

California Streets and Highways Code Section 32801 provides:

"The authority may:

- (a) Sue and be sued, have a seal, and make and execute contracts and other instruments necessary or convenient to the exercise of its powers.
- (b) Make, and from time to time amend and repeal, by-laws and regulations not inconsistent with this part to carry into effect the powers and purposes hereof.
- (c) Select and appoint or remove such permanent and temporary officers, agents, counsel, and employees, as it requires, and may determine their qualifications, duties, and compensation. The powers of the authority under this

MEMORANDUM/JORGE BARRERA

Re: USEPA FY17 Brownfields Grant - Coalition Members

December 7, 2016

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Confidential

subdivision are subject to all limitations and rights applicable to similar employment by the city, unless by resolution the legislative body otherwise determines.

Conclusion

In sum, the basis for the city determining that each of these entities is a separate legal entity is state law. Specifically, California Health and Safety Code section 34173(g) explicitly states that a successor agency is a separate public entity from the public agency that provides for its governance. Additionally, California Streets and Highways Code section 32650 states that the parking authority of the city is a public body corporate and politic and can exercise all powers granted by the Parking Laws of the state. Further, Section 32801 provides a listing of such powers, all of which evidence a separate legal status.

JML:LMA:Ima

MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into this 21st day of February, 2015, between the PARKING AUTHORITY OF THE CITY OF STOCKTON, a public body corporate and politic organized and existing under and by virtue of the laws of the State of California ("Parking Authority"), and SP Plus Corporation, a Delaware corporation, whose address is 1055 West 7th Street, Suite 1500, Los Angeles, California 90017, and telephone number is (213) 488-3113, ("Contractor").

RECITALS

- A. Contractor is qualified to and experienced in providing parking operations and management services for the purposes specified in this Agreement.
- B. The Parking Authority finds it necessary and advisable to use the services of the Contractor for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, the Parking Authority and Contractor agree as follows:

OPERATION OF THE IDENTIFIED FACILITIES

Contractor shall operate, manage, and maintain the identified parking facilities solely as a first-class commercial public parking facility with energy, fidelity, diligence and in full compliance with all terms, provisions and conditions of this Agreement. (Exhibit A – Downtown Parking District Boundaries, and Exhibit B – Downtown Parking District Facilities) Contractor recognizes the special interest of the Parking Authority in rendering the highest possible quality of courteous service to all customers of the identified facilities. Contractor acknowledges, agrees and covenants that the Parking Authority of the City of Stockton's Executive Director (Executive Director) or successor official has full and complete authority in determining compliance and operating standards and shall, at his/her sole discretion, enforce those standards to the fullest extent. The Parking Authority is authorized to promulgate rules, policies, procedures and regulations concerning the operation and use of the identified facilities. No such rule, policy, procedure or regulation shall go into effect until ten (10) calendar days after a copy thereof has been served upon the Contractor.

Contractor shall develop and recommend to the Executive Director all necessary equipment, policies, procedures, scheduling, improvements, and operating methods to be used at the identified facilities. Such recommendations shall be submitted to the Parking Authority in writing for approval prior to the commencement of the Contractor's management of the identified facilities. The Executive Director shall have the sole right to approve all such recommendations and, by written notice to Contractor, make changes to the recommendations. The Executive Director shall also have the sole

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authority to alter any such previously approved recommendation at any time during the term of this Agreement by notifying the Contractor in writing. Contractor agrees to execute the Director's directives in all matters related to the operation of the identified facilities including, but not limited to, parking fees, operating procedures, audits, security, traffic control, graphics, hours of operation, percentage of monthly and daily patrons, terms and conditions of monthly and daily space rentals, validations, location and priority of space assignments, space markings, employee uniforms, Contractor's personnel assigned to the identified facilities and customer service.

Contractor shall install signage as approved by Parking Authority. Non-directional signage shall indicate ownership of the identified facilities and may include the name of the Contractor. The costs of procuring and installing all signage shall be deemed an Operating Expense.

Contractor shall observe and comply with any and all requirements of the constituted public authorities and with all applicable federal, state or local statutes, ordinances, regulations and standard rules, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Executive Director.

Contractor shall covenant and agree that it will take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it. Contractor shall not divert or cause any business to be diverted from the identified facilities by referral or any other method except to other competing parking facilities without written approval in advance.

Contractor shall operate the identified facilities in a manner necessary, as determined by the Executive Director or his/her designee, to ensure adequate support for events or special activities taking place in the area. Such support shall include participation in validation programs and/or special parking rates approved by the Parking Authority.

The Contractor shall do all things necessary, except those things expressly reserved to the Parking Authority, to operate the identified facilities in a proper, efficient and economical manner and to promote the business of the identified facilities. Without limiting the generality of the forgoing, the Contractor will:

1. Comply with applicable provisions of the City's Municipal Code.
2. Acquire and keep current all licenses required for the conduct of its business.
3. Furnish proper, safe, efficient, and courteous service on an adequate, fair, equitable, and impartial basis to those authorized by the Parking Authority to use the identified facilities.
4. Provide equal employment opportunity for all individuals without regard to race, creed, color, gender, age, sexual preference, national origin, religious preference, political affiliation or disability.

Contractor shall interview interested and qualified Parking Authority employees currently engaged in the operation and management of the identified parking facilities as of April 1, 2015, who will be laid off from the City, for vacant positions in the initial hiring of new positions by Contractor. Selection for employment will be subject to the required qualifications and employment standards of the Contractor.

Contractor shall recruit, hire, promote, discharge and supervise all personnel employed in the operation of the identified facilities. Contractor shall require that the parking employees, at all times while on duty, be attired to present a neat and clean appearance. Contractor shall use reasonable care to employ and retain employees who are qualified, competent, and trustworthy, and examine the applicant's conviction record to determine instances of prior criminal convictions which would disqualify the applicant for a position of public trust. All employees shall be bonded.

Contractor shall determine all labor and personnel policies. Wages provided to Contractor's employees shall comply with all applicable federal, state, and local statutes.

Contractor shall provide Worker's Compensation Insurance and Unemployment Compensation Insurance for all employees of the Contractor engaged in any work in connection with the identified facilities. In addition, the Contractor shall comply with all federal Social Security requirements for all employees of the Contractor engaged in any work in connection with the identified facilities.

5. Select and appoint a Manager for the identified facilities who shall be in complete charge and whose responsibility for the Contractor shall be the management of the identified facilities. Such person shall be a qualified and experienced manager with parking facility management experience. Such Manager shall be vested with full power and authority in respect to the conduct of Contractor's operations. The Manager shall be assigned to the identified facilities and available during normal business hours. After normal business hours, the Manager shall be accessible to identified facilities personnel and to the Executive Director or his/her designee by means of telephone, pager or some other electronic method. The Manager shall respond to the identified facilities in the case of an emergency, if requested by identified facilities employees.

Executive Director, or his/her designee, reserves the right to interview selected Manager prior to appointment, and also reserves the right to request replacement of any Manager that fails to operate the facilities in an appropriate manner.

6. Be completely responsible for the training and performance of personnel employed by the Contractor. Training shall be sufficient in scope to produce the high quality of service required. Contractor shall control the conduct, demeanor,

and performance of its employees to ensure efficient and courteous service to all users of the identified facilities on a fair, equal, and non-discriminatory basis.

7. Employ sufficient number of competent personnel for the proper operation of the identified facilities.
8. Exercise such control as it deems reasonably necessary for the orderly, safe, sanitary, and secure use of the identified facilities and to prevent or discourage disorderly conduct, breach of peace, public or private nuisances, lettering, riots, destruction, and damage to public or private property, personal injury of annoyances, molestation, illegal acts and violations of laws, regulations, ordinances, and rules of the City in and about the identified facilities.
9. Permit no free parking in the identified facilities by the general public unless specifically directed to do so in writing by the Executive Director or his/her designee. Nothing shall be construed to prohibit free parking of vehicles in the identified facilities where necessary in connection with required operation, maintenance, repair, or replacement work on or in the identified facilities or any of its equipment, to comply with any agreement between the Parking Authority and another party, or in connection with any inspection by the Parking Authority or authorized agents of the Executive Director or his/her designee.
10. Provide all necessary security in the identified facilities. Any incident or accident occurring within the identified facilities or on identified facilities property shall be recorded in a written report. Copies of all incident/accident reports shall be sent to the Executive Director by the close of the next business day. The cost of any security subcontract shall be deemed an Operating Expense.
11. Permit the Executive Director or his/her designee or invitees of the Executive Director or his/her designee access to any and all areas of the identified facilities at any time without cost.
12. Submit all required reports, forms, and documents to the Executive Director or his/her designee within the time frames established in this Agreement.
13. Promptly investigate any complaint received from the Parking Authority or a patron concerning the operation of the identified facilities or the conduct, demeanor or appearance of any employee, invitee or subcontractor of Contractor. Contractor shall respond to any such complaint within 72 hours from its receipt by the Contractor. Copies of such complaints, along with the response, shall be forwarded to the Executive Director or his/her designee on a monthly basis.
14. Prior to the Contractor's management of the identified facilities, conduct a joint inventory of equipment on hand at the identified facilities including office equipment, revenue control equipment and other cleaning and operating

equipment. Items listed on the joint inventory list remain the property of the Parking Authority entrusted to the Contractor for use, maintenance, and care.

Contractor may use its own proprietary software in the management of the identified facilities provided the Executive Director or his/her designee has the ability to perform audits to verify data used in conjunction with the software. While such software remains the property of Contractor, the information related to the operation of the identified facilities remains the property of the Parking Authority. Contractor agrees to provide a copy of such information in a format determined by the Executive Director or his/her designee.

Contractor may not copy any software provided to it by the Parking Authority and shall not violate any copyright laws in regard to software provided to it for use while operating the identified facilities on behalf of the Parking Authority.

The operation of the identified facilities by the Contractor shall be conclusive evidence that the Contractor has examined the identified facilities and its equipment, and has found them to be in good condition and operating order, except as otherwise specified in writing by the Contractor and the Executive Director or his/her designee.

Contractor shall perform, or cause to be performed, all required repair and maintenance on all equipment unless instructed otherwise by the Executive Director or his/her designee. Contractor may continue to utilize the Parking Authority's contracts with vendors for repair and maintenance of equipment or obtain other contracts with qualified vendor(s) to cover these services.

At the time of termination of this Agreement, all equipment listed on the joint inventory list shall be reconciled and the Parking Authority shall be reimbursed the full and complete costs for all items missing or damaged beyond normal wear and tear.

15. Not modify and/or alter any equipment, area, space or structural component of identified facilities without the written approval of the Executive Director or his/her designee.
16. Prohibit displaying or distributing any advertising on or within the identified facilities without written approval from the Executive Director or his/her designee.
17. Not assign, hypothecate, transfer, or encumber the management of the identified facilities to another person or entity.
18. Not conduct from or on the premises, any business or any commercial operation not authorized by the Executive Director or his/her designee.

19. Maintain and repair the identified facilities and its equipment in a manner satisfactory to the Parking Authority and keep the identified facilities and its equipment in a clean and orderly condition at all times. Contractor shall provide necessary maintenance appropriate for the identified facilities with suitable care for landscaping, aesthetics, architectural, mechanical, electrical, and other related aspects and elements in a manner consistent with the recommended maintenance schedule (Exhibit C – Maintenance Schedule), and those maintenance and treatment procedures specified by the manufacturer or supplier of identified facilities equipment. Contractor may use any equipment that belongs to the Parking Authority and is on-site at the identified facilities. Title to this equipment shall remain with the Parking Authority. Contractor may also use equipment purchased by the Contractor on behalf of Parking Authority. Use of any equipment by Contractor shall be at Contractor's sole risk and Contractor shall protect and indemnify the Parking Authority against all liability and said use. Expendable supplies on hand at the identified facilities or provided to the Contractor during the term if this Agreement shall be made available at no cost to the Contractor.

Without limiting the generality of the foregoing, the Contractor shall:

- A. Inspect the entire identified facilities on a daily basis and maintain the identified facilities in a clean and presentable condition, not allowing dirt, paper or trash of any kind to accumulate on the premises. Provide receptacles for trash as needed throughout the identified facilities. Remove ice or any other obstructions from the identified facilities and identified facilities property including sidewalks and driveways. Promptly eliminate any graffiti from identified facilities property.
- B. Maintain and keep in good working order the identified facilities and its equipment and make regular and frequent inspections to determine whether maintenance, repair and/or replacements are required. Contractor shall maintain agreements or have qualified employees to perform all required maintenance, repair, or replacement of Identified facilities equipment. The cost of such agreements shall be deemed Operating Expenses. Such equipment includes elevators, gas detection system, signage, electrical systems, and HVAC. The Parking Authority may assist in matters related to the maintenance, repair, or replacement of identified facilities equipment or structural elements of the identified facilities. Contractor shall perform maintenance, repairs, and replacement of all revenue control equipment. A listing of subcontractors performing such work for the Contractor shall be submitted each year with its annual report to the Executive Director or his/her designee.
- C. Follow the maintenance schedule hereto attached (Exhibit C – Maintenance Schedule).

- D. Replace all equipment, materials and supplies worn out or expended in the operation or maintenance of the identified facilities. For expenses in excess of \$2,500, prior written approval of the Executive Director or his/her designee is required. For expenses in excess of \$1,000, prior verbal approval of the Executive Director or his/her designee is required. The cost of all such replacements shall be deemed Operating Expenses.
- E. Make no alteration and/or addition to the identified facilities or its equipment without the written approval of the Executive Director or his/her designee.
- F. Replace all materials, equipment, and supplies stolen or vandalized. The cost of such replacement shall be an operating cost provided a police report is filed and the replacement is not covered by any insurance policy.
- G. Permit inspections of the identified facilities by the Executive Director or his/her designee(s), and/or a parking consultant hired by the Executive Director or his/her designee. The Parking Authority shall bear the full cost of any such inspection. A copy of any recommendations resulting from an inspection shall be provided to the Contractor.
- H. Accommodate and abide by existing parking agreements.
- I. Maintain a Safety Action Plan for the employees of the identified facilities. Such plan shall include all Material Safety data Sheets (MSDS) for all chemicals in the identified facilities.
- J. Prohibit smoking by employees in offices, booths, lobbies, and other non-parking areas visited by the public.
- K. Comply with a written directive of the Executive Director or his/her designee.

Contractor shall not be responsible for capital projects. Capital projects are defined as repairs, replacements, or upgrades which maintain or increase the value of the identified facilities and which meet or exceed a dollar limit established by the Executive Director or his/her designee. Contractor shall provide to the Parking Authority its recommendations regarding Capital Equipment and Capital Improvements purchases to be accomplished during the year accompanied by an estimate of the cost of all such items and projects and a request that the Parking Authority budget funds therefore. Such recommendations will be included with the annual budget submission. The Executive Director or his/her designee shall have sole authority to determine what repairs, replacements, or upgrades are capital projects. In the case of a capital project, the Executive Director may, at his/her sole discretion, direct Parking Authority personnel to make the necessary repair or provide the necessary replacement, or upgrade at the Parking Authority's expense, authorize a private contractor to make the necessary repair or provide the necessary

replacement or upgrade at Parking Authority's expense or authorize the Contractor to make the necessary repair or provide the necessary replacement or upgrade in which case the Contractor may include the associated costs as an operating expense. In addition, the Executive Director or his/her designee may request contractor to act as the Parking Authority's procurement agent to solicit quotes and negotiate pricing with select vendors. Contractor shall secure at least three (3) qualified bids for the Parking Authority's records, as well as a written recommendation on the preferred vendor. The final decision and expense resides with the Parking Authority. If it is determined that the capital project is the result of negligence on the part of the Contractor, the Contractor shall bear all costs associated with the capital projects. A third party, in such cases, mutually agreeable to both the Executive Director or his/her designee and the Contractor, shall make determination of negligence.

20. Prior to the Contractor's management of the identified facilities, submit to the Executive Director or his/her designee on a form prescribed by the Executive Director or his/her designee an operating budget for the first 12 months of operation with such detailed supporting data as the Executive Director or his/her designee may request. Thereafter, the Contractor shall, on or before each February 1, submit to the Executive Director or his/her designee an operating budget for the next fiscal year (July 1 to June 30). The Contractor shall, if necessary, submit a revised operating budget for any fiscal year if, in the reasonable opinion of the Contractor, operating expenses will vary more than 10% from those originally contained in the operating budget. Explanation of variances shall be included as part of any revised operating budget. Operating expenses in excess of 10% of the operating budget shall be the sole responsibility of the Contractor and shall not be a reimbursable or authorized operating expense unless approved in writing by the Executive Director or his/her designee.
21. Maintain a complete set of books and records showing all revenue collected and all expenditures made in connection with the operation of the identified facilities along with such supporting data and documents. Such books and records shall be kept in such a manner as to make them easily reconcilable with the reports and forms to be submitted to the Executive Director or his/her designee by the Contractor. The Executive Director and his/her authorized representative(s) shall have the right at any time to examine the records. Books, data, and documents kept by the Contractor regarding the operation and maintenance of the identified facilities.
22. Be held responsible for the conduct of proper revenue control procedures and for the preparation and submission of reports associated with procedures. The Contractor shall:

- A. Take a daily inventory of automobiles in the identified facilities. This inventory shall be used in controlling lost and unaccounted tickets.
- B. Use non-repeating, consecutively numbered tickets and receipts in sequence. Contractor shall notify the Executive Director or his/her designee within 24 hours of any shipment of tickets or receipts. Such notification shall include a manifest indicating the quantity, color, prefix code and serial numbers of tickets or receipts to be used by Contractor at the identified facilities.
- C. Prepare a Daily report and Revenue Control Report for each 24-hour period, beginning with the time the daily inventory is completed. A copy of each daily Report shall remain on site for a period of no less than three (3) years. The Daily Report shall reflect all financial transactions related to the identified facilities operation for a specified period. The Daily Report shall include:
- The number of tickets issued during the specified period
 - Number and extended value of tickets collected
 - Value and source of other revenue including deposits
 - Total gross revenue
 - Any validations
 - Reconciliation of tickets and revenue
 - Number of unaccounted tickets
 - Number of voided tickets with reasons for voiding
 - Fee computer totals including amount of all transactions
 - Amount deposited to bank
 - Signatures: of preparer and Manager

After each Daily Report has been prepared and verified by the Manager, the original copy, along with any tickets, receipts, journal tapes, copies of deposit forms, etc. shall be bundled and identified with the date of the report and prepared for collection by designated Parking Authority personnel on each business day. Another copy of the Daily Report shall be placed in a separate envelope and prepared for collection by designated Parking Authority personnel each business day or transmitted electronically to a location to be determined by the Executive Director or his/her designee.

The Revenue Control Report shall be completed by the Manager for each 24-hour period for which a Daily Report is completed. The Contractor is required to make occasional checks, at least once every month, to verify the readings taken by identified facilities personnel and recorded on the Revenue Control Report by the Manager. Any difficulties in obtaining readings necessary for the completion of the Revenue Control Report shall be reported immediately to the Executive Director or his/her designee.

The Contractor is responsible for the safe storage of all tickets, Daily Reports, Revenue Control Reports, and related forms until such time as the designated Parking Authority personnel picks them up from the identified facilities.

- D. By the 15th of each month, the Contractor shall deliver to the Executive Director or his/her designee a Mid-Month Report. A copy of this report shall be on site at the identified facilities for a period of not less than two (2) years. The Mid-Month Report shall reflect the previous identified facilities activities and shall contain the following:
- The number of monthly permits valid for the current month
 - The number of monthly permits sold for the current month
 - Explanation of any variance between the number of permits sold and the number of permits valid
 - Notation of any defect or potential defect in identified facilities or identified facilities equipment
- E. Deliver to the Executive Director, by February 1 of each year, an Annual Report in a form approved by the Executive Director or his/her designee. The Executive Director may direct the Contractor to change the format of the report at any time. A copy of the Annual Report shall be on site at the identified facilities for a period of no less than three (3) years. The Annual Report shall reflect the previous calendar year and shall contain as a minimum:
- Listing of contracts to maintain the identified facilities
 - Listing of any contract awarded to minority or female business enterprises
 - Accomplishments for the year
 - Listing of any desired objectives for current year
23. Notify the Executive Director or his/her designee of any serious or unusual conditions or circumstances that may develop in the operation of the identified facilities.
24. Contractor shall prepare and submit the following reports and statements ("Financial Reports"), which reports shall be on a cash, modified cash, or modified accrual basis, and not a combination of the foregoing. The June 30, end of Fiscal Year, activity must be accrued. The Financial Reports shall be submitted on the 30th day of each month for the previous month ended on the 30th. The Financial Reports shall include the following:
- a. Balance Sheet
 - b. Actual vs. Budget Operating Statement
 - c. Accounts Receivable Aging Report
 - d. Cash Receipts Detail, "Monthly Cash Summary"

- e. Current Month General Ledger
- f. Prior Month Bank Reconciliation

25. Contractor shall submit to the Executive Director or his/her designee, not later than September 1, annual fiscal year financial data. Contractor shall submit statements of net position, cash flows, and revenues and expenditures, and changes in fund balance for its prior fiscal year, audited by independent certified public accountants, no later than September 1 in each year. In addition, upon written notice to Contractor, Parking Authority may cause an audit to be made of all Gross Receipts, Operating Expenses (including, without limitation, Sales Tax, if any) and, general all of Contractor's financial affairs with respect to this agreement.

All reports and statements delivered under this section shall follow applicable generally accepted accounting principles (GAAP).

IDENTIFIED FACILITIES REVENUE

Identified facilities revenue ("Revenue") shall include all monies received by or due to the Contractor as a result of Contractor's management of the identified facilities. Contractor shall not conduct its operations on a credit basis unless approved by the Executive Director. Contractor shall report all Revenue in its reports of gross revenue to the Executive Director or his/her designee.

Monies recovered from any insurance company by the Contractor for damage to any Contractor property shall be excluded from Revenue. Federal, state, county, municipal sales tax, or other taxes separately stated and collected from identified facilities patrons now or hereafter levied or imposed shall also be excluded from Revenue. No deductions shall be allowed from Revenue for the payment of any franchise taxes or fees levied on the Contractor by another party.

All Revenue shall be deposited in a federally insured bank account established by the Contractor in the State of California. The Executive Director or his/her designee shall be advised by the Contractor of any changes in the location of the account. Contractor shall provide receipts for the deposit of all Revenue to the Executive Director or his/her designee.

The Contractor shall deposit all Revenue within twenty-four (24) hours of its receipt. Revenue shall not be used to make up any deficiencies in the Contractor's change fund. Checks or money orders accepted on behalf of the Parking Authority by the Contractor may be made payable to the Contractor.

If any Revenue is misplaced or lost while in the custody of the Contractor, the Contractor shall report the missing or lost money to the Executive Director or his/her designee within twenty-four (24) hours after the occurrence. The Contractor, at no

expense to the Parking Authority, shall replace the amount of Revenue misplacements or loss in full within fourteen (14) days unless the Executive Director or his/her designee and the Contractor agree to a longer period of time. The amount of missing or lost Revenue shall be determined by using journal tapes, receipts, counters, and other identified facilities equipment. If a dispute arises in the amount of misplaced or lost Revenue, the Executive Director shall determine how much is due to the Parking Authority. The Parking Authority may investigate any incident of misplaced or lost Revenue.

If any Revenue is stolen, the Contractor shall notify the police immediately after the theft is discovered. Contractor shall also notify the Executive Director or his/her designee no later than twenty-four (24) hours after the Police have been notified. Contractor shall file a claim with the appropriate insurance carrier in order for the Parking Authority to recover the amount of identified facilities revenue stolen. The Executive Director or his/her designee may investigate any incident of theft.

Contractor is authorized to deduct its monthly Operating Expenses and Management Fee from Revenues collected to the extent sufficient. Operating expenses in excess of 10% of the operating budget shall be the sole responsibility of the Contractor and shall not be deducted from Revenues collected unless pre-approved in writing by the Executive Director or his/her designee.

OPERATING EXPENSES

The Parking Authority shall reimburse the Contractor for approved operating expenses. "Operating Expenses" shall refer to all direct costs incurred by the Contractor and approved by the Executive Director in connection with the Contractor's management of the identified facilities. In general, operating expenses shall include all costs except for debt service, property taxes, Contractor change or petty cash funds, and capital projects. Operating expenses shall include, but shall not be limited to:

- A. Wages (salary and fringe benefits including Social Security, Unemployment Insurance and Worker's Compensation) of all on-site personnel employed by the Contractor.
- B. Cost of all contractual services including security personnel required for the safe and efficient operation of the identified facilities, uniforms, postage, snow/ice removal, etc.
- C. Taxes, excluding property taxes, franchise taxes or taxes owned by the Contractor as a result of income from the operation of the identified facilities.
- D. Utilities such as electric, telephone, water, sewage, storm water, etc.

- E. Any license fees, permit fees, and special government assessments such as urban forestry, storm water management, street lighting, etc.
- F. Cost of insurance, except for liability insurance, which is reimbursed through the Management Fee. The cost of any deductible is not an operating expense unless approved by the Executive Director.
- G. Incidental janitorial, office and parking supplies that is reasonable.
- H. Refunds provided to identified facilities' patrons.
- I. Routine preventive maintenance, general maintenance and repairs to the identified facilities including line striping, parking equipment and other identified facilities equipment and fixtures. Work performed in excess of the dollar limits previously established in the Agreement shall have the prior approval of the Executive Director in order to qualify as an operating expense.
- J. Management Fee.
- K. Cost of operating equipment approved by the Executive Director.
- L. Any surcharges, handling fees, processing fees.
- M. Other items approved by the Executive Director.

Operating Expenses shall not include any interest, penalties or service fees charged to the Contractor as a result of the Contractor's failure to comply with federal, state, or local laws and/or regulations or to pay just debt in a timely fashion.

Monthly reimbursement of Operating Expenses shall be reduced by any Deductions (defined below) applicable for such month.

MANAGEMENT AND INCENTIVE FEES

The Parking Authority shall pay the Contractor for its management of the identified facilities, including provision of liability insurance, a fixed annual management fee, ("Management Fee"), not to exceed \$168,950, paid in twelve (12) equal monthly installments. The Management Fee for April 1, 2015 through June 30, 2015 will be paid at the same monthly rate as July 1, 2015 through June 30, 2016, of \$14,079.17 per month. The Management fee shall be increased beginning July 1, 2016, and on each July 1 thereafter, by two percent (2%) each year.

In addition to the Management Fee, Contractor may be eligible to receive an Incentive Fee for achieving certain revenue targets while maintaining the most cost effective

methods of operation and customer satisfaction. The Incentive Fee will take into account: (1) increase in Gross Income, and (2) Customer Satisfaction.

1. Costs shall not exceed previous year's actual expenses, unless pre-approved in writing by the Executive Director. All Revenue generated from parking rate increases and the Parking Authority's marketing efforts shall be excluded from gross revenues for the purpose of calculating incentive fees. Contractor will be eligible for the incentive after completion of the 2016-17 Fiscal Year (July 1, 2016 through June 30, 2017). Increases in gross revenue will be determined by comparing Fiscal Year gross revenues to the prior fiscal year's gross revenues. Contractor will earn an incentive fee only if the gross revenue for all parking facilities (not individual facilities) exceeds the targets below.

2. Contractor shall conduct semi-annual Patron Approval Rating Key ("PARK") surveys of patrons for each parking facility as part of its outreach strategy. Separate surveys shall be developed and distributed to transient and monthly patrons. Surveys will include performance measures in several categories, including but not limited to customer satisfaction, cleanliness, and safety/security of facility. The Contractor will schedule the first semi-annual customer satisfaction survey after the Contractor has assumed management for a minimum of six (6) months. The surveys will elicit the customers' grading of Contractor's performance among a range of choices including *Excellent*, *Good*, *Fair*, and *Poor* in the following categories:

- Cashier Service
- Employee Courtesy/Personnel Appearance
- Facility Cleanliness
- Safety/Security of Facility

PARK Rating. The number of responses received for each category will be tabulated and expressed as a percentage based on the grade received (e.g., 52% *Excellent*, 36% *Good*, 11% *Fair*, 1% *Poor*). The tabulated percentages for the category's *Excellent* and *Good* grades will be combined (e.g., an 88% combined *E/G* percentage). The combined *E/G* percentage for each of the categories will be averaged, producing that Survey's *E/G* score average (e.g., 88% *E/G* grade in *Cashier Service* category, 82% *E/G* grade in *Courtesy of Employees* category, 90% *E/G* grade in *Personnel Appearance* category, and 90% *E/G* grade in *Facility Cleanliness* category produce a combined *E/G* score average of 87.5%). The two *E/G* score averages from each semi-annual PARK Survey will themselves be averaged, producing that Fiscal Year's "PARK Rating."

ALL of the following three (3) conditions must be met in order to earn the incentive fee:

1. Contractor must manage the identified facilities for at least two fiscal years. Eligibility begins after the completion of the 2016-17 Fiscal Year.

2. Fiscal year gross revenues must exceed the prior fiscal year's gross revenues by a minimum of seven percent (7%).
3. The Fiscal Year's PARK Rating (*E/G Score averages*) must be greater than or equal to 80%.

The Incentive Fee shall be earned as follows:

Gross Receipts Increase	PARK Rating	Annual Incentive Fee
Less than 7%	Any	None
7% - 10%	80% - 100%	\$5,000
11% - 15%	80% - 100%	\$10,000
16% or Greater	80% - 100%	\$15,000

The Incentive Fee payable, if any, shall be paid promptly upon determination of the conditions stated above for the applicable Fiscal Year, which determination shall be made not later than 45 days after the end of that Fiscal Year.

PENALTIES

Contractor shall be subject to penalties ("Penalties") if the Parking Authority is required to pay any sum or sums or incurs any obligations or expenses because of the failure, neglect, or refusal of the Contractor to perform or fulfill any of the requirements of this Agreement. Such Penalties shall include all interest, costs (including legal fees), damages and other fees in conjunction with such sums so paid or expenses so incurred and shall be subtracted from any amount due the Contractor. Notwithstanding any contrary provision in this Agreement, the Parking Authority shall give Contractor written notice of any alleged performance issue and if Contractor within 10 days of receipt of such notice cures the alleged performance issue as the Parking Authority shall reasonably determine, then no Penalties as a result of such performance issue shall be assessed against compensations due Contractor.

Contractor shall also take steps to ensure that unaccounted tickets shall be equal to or less than three percent (3%) of the total tickets issued during any one month. The number of unaccounted tickets shall be determined by adding the number of unaccounted tickets reported on the Daily Revenue Report for each day in the month and dividing that sum by the total number of tickets issued at the identified facilities for that month. If the percentage of unaccounted for tickets exceeds 3%, the Contractor agrees to deduct or have deducted the appropriate deduction amount from any amount due Contractor according to the following schedule:

<u>Percent Unaccounted For</u>	<u>Deduction Amount</u>
≤3%	No Deduction

over 3% to 5% \$10.00/ticket

> 5% \$20.00/ticket

PAYMENTS TO THE CONTRACTOR

Contractor is authorized to deduct from Revenue collected each month the amount of such month's Operating Expenses, Management Fee, and incentive (if any).

The Contractor shall submit to the Executive Director or his/her designee by the 15th of each month; a statement of the total Revenue collected by Contractor in the preceding month and previous months Operating Expenses, including the Management Fee. The monthly statement shall be accompanied by payment to the Parking Authority of the Net Profit of the previous month.

"Net Profit" is defined as Revenue less Operating Expenses, the Management Fee, and Incentive Fee, if any.

In the event Revenue during any month is exceeded by the total of Operating Expenses and the Management Fee (and incentive, as applicable), resulting in a deficit, the Parking Authority shall pay Contractor the deficit within thirty (30) days after receipt of Contractor's monthly statement required pursuant to this section. If payment is not made by Parking Authority to Contractor within said 30-day period, Contractor shall have the right to: (i) offset the amount of the deficit by deduction thereof from any Net Profit due or to become due to the Parking Authority; and (ii) at its option, terminate this Agreement upon written notice, without waiving or limiting any of its legal remedies (including the right to recover attorney's fees and any other expenses incurred) which Contractor may pursue to collect the amount owed.

The monthly statement shall be supported by such commercially reasonable supporting documentation as required by the instructions of Executive Director or his/her designee. The amount due the Contractor shall be the sum of all operating expenses plus the management fee minus any deductions or Penalties. The Contractor shall include sufficient documentation to support all operating expenses.

INSURANCE

Contractor shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, or employees.

INSURANCE Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, or if not admitted in California a rating of "A+:X," the following policies of insurance:

1. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: One Million Dollars (\$1,000,000) per occurrence.
2. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
3. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE**

Commercial General Liability Insurance with a combined single limit for bodily injury and property damage liability of at least \$2,000,000.00 per occurrence. Such policy or policies must include *Garage Keeper's Legal Liability Coverage*. Garage Keeper's Legal Liability Coverage must be sufficient to insure the payment of any loss without proration of that loss should the maximum possible number of automobiles be on the premises when the loss occurs. A deductible may be applied to the collision peril of the Garage Keeper's Legal Liability Coverage, but payment of the deductible or deductible under any other policy required must be the sole responsibility of the Contractor unless approved by the Parking Authority.

Umbrella liability insurance to supplement other required insurance with an annual aggregate of \$5,000,000.

FOR ADDITIONAL REQUIREMENT(S):

1. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.
2. **A CRIME INSURANCE OR FIDELITY BOND** covering the dishonest acts of employees, including coverage for theft of property of the City by the Contractor, its employees or subcontractors. The limit shall not be less than \$250,000 each occurrence

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the City's Risk Manager.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form (or equivalent occurrence form) with additional insured endorsement naming: City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.
2. All insurance required by this Agreement shall be with a company acceptable to the City. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall contain a three (3) year extended reporting period.
3. For any claims related to services or products provided under this contract, the Contractor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. The City does not accept endorsements which limit the Contractor's insurance to the sole negligence of the Contractor.
4. Policy shall waive right of recovery (waiver of subrogation) against the City.
5. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the City. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the Contractor and/or the Contractor's insurance agent shall provide the City with notification of any cancellation, major change, modification or reduction in coverage.
6. Regardless of these contract minimum insurance requirements, the Contractor and its insurer shall agree to commit the Contractor's full policy limits and these minimum requirements shall not restrict the Contractor's liability or coverage limit obligations.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the City's execution of the Agreement and start of work.

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202

Upon notification of receipt by the City of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall immediately file with the City certificates of insurance for the new or renewed policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the City's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Contract.

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

City of Stockton, its Mayor, Council, officers, representatives, agents, employees, volunteers, and the Parking Authority shall assume no responsibility or liability for any loss or theft of any vehicle or any part thereof; or for any article left therein; or for any damage, including personal injury, which may be caused thereto by fire, trespassers, collision, thrown objects, etc. City of Stockton, its Mayor, Council, officers, representatives, agents, employees, volunteers, and the Parking Authority shall assume no responsibility for any acts, error of omissions of Contractor or any agent, representative, or any other person acting or purporting to act for or on behalf of Contractor. Contractor shall indemnify, protect and hold harmless the City of Stockton, its Mayor, Council, officers, representatives, agents, employees, volunteers, and the Parking Authority from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses of whatsoever nature, which might be caused by, or in any way connected with, or arising out of Contractor's Management and any other activities related to that Management, except those which arise from, the sole or contributing negligence, gross negligence, recklessness or intentional misconduct of the City of Stockton, its Mayor, Council, officers, representatives, agents, employees, volunteers, and the Parking Authority. Contractor shall assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. Without limitation of the forgoing, Contractor agrees to protect, defend, indemnify and hold the City of Stockton, its Mayor, Council, officers, representatives, agents, employees, volunteers, and the Parking Authority harmless from any and all liability, loss, damage, or expenses arising from any employment relationship between Contractor and its employees, including claims under any statute including but not limited to the worker's compensation laws, unemployment compensation laws, the Equal Employment Opportunity Act, the Fair

Labor Standards Act, the Family and Medical leave Act, and the Americans With Disabilities Act. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law or otherwise.

IDENTIFIED FACILITIES HOURS

Contractor shall manage the identified facilities. The Parking Authority shall have the sole authority to establish operating hours. The contractor may suggest changes to the operating hours. Any change in the identified facilities hours of operation shall be made only by written order of the Executive Director or his/her designee, served upon Contractor, and shall take effect on the date stated in the notice which will not be earlier than ten (10) days after receipt of the notice by Contractor, unless an earlier date is agreed upon by the Contractor.

PARKING RATES

Contractor shall charge persons using the identified facilities such rates as are established by the City and/or Parking Authority. The existing schedule of rates for the identified facilities is attached as Exhibit D – Fiscal Year 2014-2015 Annual Fee Schedule and posted online at www.stocktongov.com.

The Parking Authority has existing agreements for parking spaces within the identified facilities that must be honored. The Parking Authority shall provide Contractor with copies of all such agreements (or a statement of the terms of such agreements) and any changes thereto and upon receipt of such information Contractor shall comply with the terms of these agreements.

The Parking Authority shall reserve the right to require special and/or maximum rates for the identified facilities from time to time. Contractor may, from time to time, propose to the Executive Director or his/her designee, by written request, changes and revisions in the schedule of parking rates as the Contractor deems necessary. The Executive Director shall approve, in whole or in part, or disapprove, in writing, the Contractor's written request. No changes or revisions in rates shall be effective earlier than ten (10) days after receipt by the Contractor of approval from the Executive Director, unless Contractor and the Executive Director agree on an earlier date.

TERM OF AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing no later than **April 1, 2015** and ending **March 31, 2020** with an option of two additional one (1) year extensions and/or extended on a month-to-month basis, not to exceed eighteen (18) months, under the same terms and conditions set forth herein, until termination or

March 31, 2022, whichever comes first. Exercise of any such optional extensions shall require the mutual agreement of both the Parking Authority and Contractor.

TERMINATION

During the initial five-year term, the Executive Director shall have the right to immediately terminate this Agreement upon occurrence of any of the following events:

1. A violation by the Contractor of any provision of this Agreement which is not cured by the Contractor within thirty (30) days following written notice to the Contractor specifying the nature of the violation.
2. Contractor violates, as determined by the Executive Director or his/her designee, the Agreement six (6) times or more. Contractor shall receive a written notice of each violation.
3. Contractor places on the identified facilities or any part thereof or interest therein any lien or encumbrances or Contractor shall suffer any materialmen's or mechanic's lien to be filed against the identified facilities, or any such lien or encumbrance shall not have been removed or discharged within thirty (30) days written demand by the Executive Director or his/her designee to do so, unless, in the case of a materialmen's or mechanic's lien, Contractor is in good faith contesting the validity or amount of such lien.
4. Contractor shall dissolve or liquidate, institute proceedings against it, or the filing by Contractor to be adjudicated, bankrupt, insolvent or on consent by Contractor to the institution of bankruptcy or insolvency proceeding against it, or the filing by Contractor of a petition or answer or consent seeking reorganization or relief under the Federal Bankruptcy Act or any other applicable federal or state law, or the consent by the filing by Contractor to the filing by any such petition or to the appointment of a receiver, liquidator, trustee or other similar official of the Contractor or any substantial part of its assets, or the making by it of an assignment for the benefit of creditors, or the admission by Contractor in writing of its inability to pay its debts generally as they become due, or the failure of Contractor to lift promptly any execution, garnishment or attachment of such consequence as will impair its ability to carry out its obligations under this lease. The term "dissolve or liquidated" as used in this section shall not include cessation of corporate existence of Contractor resulting from merger or consolidation of Contractor into or with another corporation or a dissolution or liquidation of Contractor following transfer of all its assets as permitted hereunder.
5. Contractor shall cease to operate and maintain the identified facilities as a public identified facilities as provided herein.

6. The Parking Authority desires to develop or sell the identified facilities and/or identified facilities site.
7. Identified facilities spaces are reduced by more than 50% due to fire, explosion, damage, etc.

After the initial one year of the Agreement, either party shall have the right to terminate this Agreement at the end of any month upon prior written notice to the other party. Such notice shall be delivered personally or by certified mail no later than sixty (60) days prior to the date the party desires to terminate this Agreement. Upon such termination, the parties shall make a final accounting of identified facilities Revenue, Operating Expenses, Inventory and Deductions as of the date of termination. Contractor shall surrender all records, data, documents and property belonging to the Parking Authority.

In the event of termination, each party shall expressly reserve and retain all rights and remedies to which it may be lawfully entitled, but there shall be no further rights or liabilities accruing to the parties pursuant to this Agreement except as specifically set forth hereinabove.

At the termination of Contractor's service for any reason, including expiration, Contractor and all persons holding or claiming under Contractor shall surrender possession of the identified facilities to the Parking Authority, maintained as provided for in this Agreement, damage by fire or other casualty excepted, and free any and all claims thereto by Contractor or any party holding under Contractor. Upon such termination, Contractor shall have the right to remove from the identified facilities all personal property, tools, machinery and trade fixtures and equipment owned by the Contractor at its own expense, irrespective of how any such property may be attached to the leased premises, provided, however, that Contractor shall repair any damage to the identified facilities caused by the removal of such property. If the identified facilities are not surrendered as provided above, Contractor shall pay the Parking Authority all amounts of damage suffered by the removal of such property

FORCE MAJEURE

Contractor shall not be charged with default nor shall the Parking Authority be held liable because of delays in the performance of the service or payments due as a result of any of the following:

1. Acts of the Federal Government, including controls or restrictions upon the use of or the obtaining of materials, equipment, tools or labor essential to completion of the work, by reason of war, national defense or any other national emergency.

2. Acts of third parties, including, but not limited to, changes in the method of performing the work or scope of work covered by the Agreement, upon order of the Parking Authority.
3. Causes not reasonably foreseeable by the parties to this Agreement at the time of the execution of the agreement that are beyond the control of, and through no fault or negligence of, the Contractor or the Parking Authority. This shall include, but not limited to, acts of God or the public enemy, freight embargoes, court actions, floods, epidemics, quarantine and strikes; weather of unusual severity, such as hurricanes, tornadoes and cyclones; nuclear radiation or radioactive contamination; and other factors of unusual severity which directly affect or prohibit the work under the Agreement.

WAIVER OF TERMS

The Executive Director shall have the right to waive any term, provision or condition of this Agreement if, in the opinion of the City Attorney, such waiver is in the best interest of the Parking Authority. The waiver of any term, provision, or condition of this Agreement, or the breach thereof, shall not be deemed to be a waiver of any other term, provision or condition.

AMENDMENTS

The Agreement shall not be altered, changed or amended except by written instrument agreed to and signed by the Contractor and the Parking Authority.

ADDITIONAL FACILITIES

The Parking Authority, at its sole discretion, may offer Contractor the opportunity to manage other parking facilities. If the Contractor accepts the offer, management of any other facility shall be similar to the terms and provisions contained in this Agreement with the management fee and other conditions unique to the other facility(s) to be negotiated by the Contractor and the Executive Director or his/her designee and established as an amendment to this Agreement.

EQUAL EMPLOYMENT PROVISION

The Operating Agreement shall be subject to the provisions of the Equal Employment Opportunity Program and any other amendments thereto as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parking Authority and Contractor have caused their duly authorized representatives to execute this Agreement as of the date first above written.


"CONTRACTOR":

SP Plus Corporation,
a Delaware Corporation

By: 
Name: Dave Kilfoyle
Title: Senior Vice President

"PARKING AUTHORITY":

Parking Authority of the City of Stockton,
a public body corporate and politic organized and existing under and by virtue of the laws of the State of California

By: 
Name: KURT WILSON
Title: Executive Director

ATTEST:

RR **CLERK OF THE CITY OF STOCKTON**

By 



APPROVED AS TO FORM AND CONTENT

By 
Deputy City Attorney

Boundary Map of City of Stockton CFD 2001-1 (Downtown Parking District)

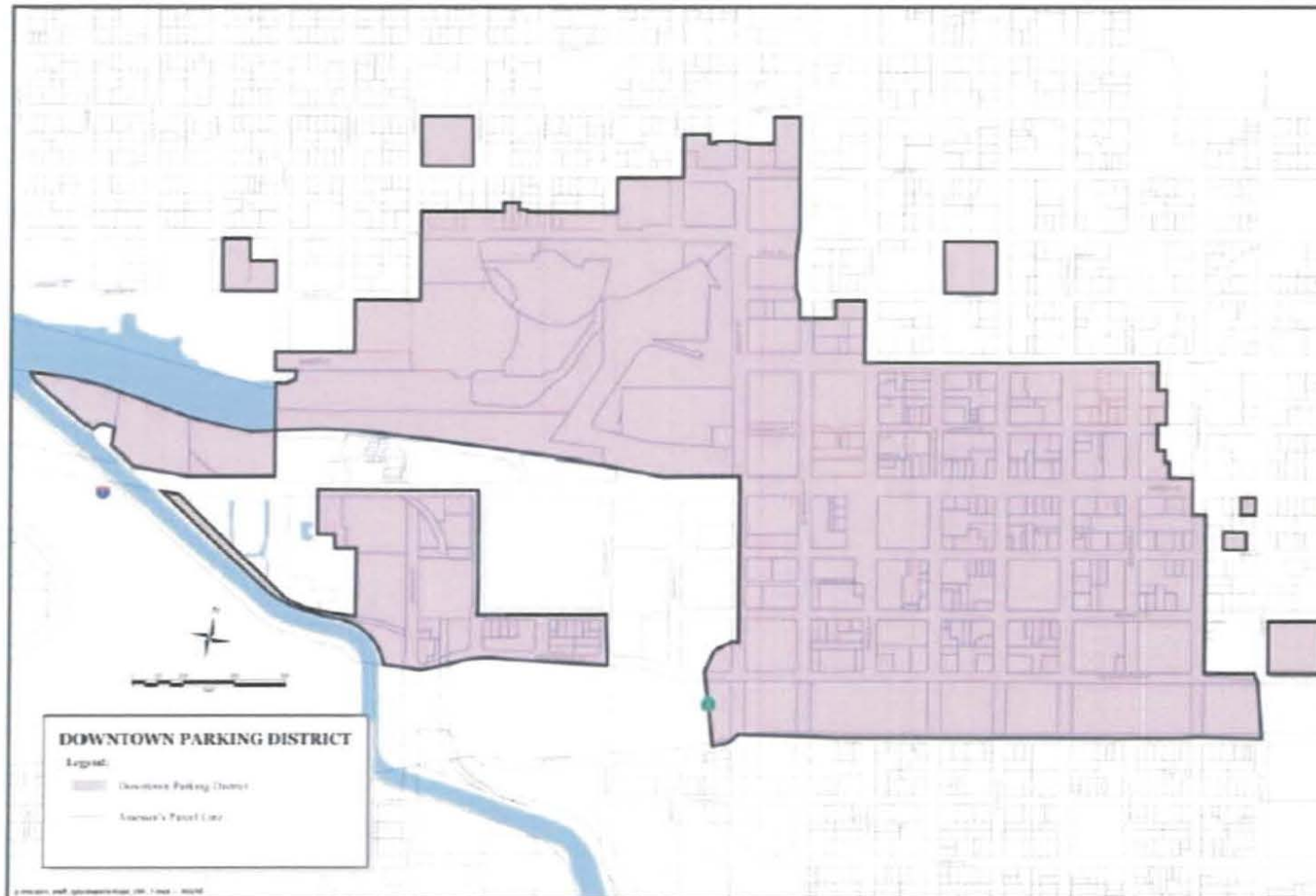


EXHIBIT A – Downtown Parking District Boundaries

EXHIBIT B – Downtown Parking District Facilities

City Name	Location	Total Spaces	Lot or Garage Type	Lot Owner
Parking Meters	Within Central Parking District	1,700	Meters	City
Lot B	NE Corner of California @ Channel	20	Permit Only Lot	City
Lot F	NW corner of Sutter at Market	78	Pay Public Lot	City
Lot I	E Side of Sutter between Weber Main Street	41	Pay Public Lot	City
Lot K	W side of American between Weber and Main	44	Pay Public Lot	City
Lot L	E side of American between Weber and Main	90	Pay Public Lot	City
Lot Z	S Side of Lindsay at the Corner of Hunter Street	40	City Staff Only	City
Civic Lot	NW Corner of Oak @ Center	102	Free Lot, Pay per Event	City
Fremont East Lot	N Side of Fremont between Van Buren & Madison	133	Public Lot, Pay per Event	City
Fremont West Lot	N Side of Fremont between Lincoln & Van Buren	50	Pay per Event	City
Stadium North Lot	SE Corner of Fremont @ Lincoln	182	Pay per Event	City
Stadium West Lot	SE Corner of Harrison @ Lindsay	325	Pay per Event, Leased to Ports	City
Ports West Lot	End of Lincoln St, along the West side of the Stadium	27	Leased to Ports	City
Edison Lot	W side of Edison, between Fremont and Lindsay	160	IFG & Ports Staff Parking	City
SEB Garage	S side of Weber between Center and El Dorado	721	Pay Garage & Jury Parking	City
Channel Garage	S side of Channel between San Joaquin & Sutter	331	Pay Garage	City
Coy Garage	S side of Channel between Hunter & San Joaquin	569	Garage	City
Market Garage	S side of Market between Sutter and California	782	Garage	City
Arena Garage	S side of Fremont between Van Buren & Monroe	591	Garage - Event parking	City
EDO Lot	Behind EDO building		Event use	State
Lots N, O, S, R	Under crosstown freeway between El Dorado and Stanislaus	Varies		State
State Lot	31 E Channel Street	121	Evening/Weekend use: free parking and pay for events	State

EXHIBIT C – Maintenance Schedule

SCHEDULE FOR PREVENTIVE MAINTENANCE

This schedule represents the minimum frequency each item is to be performed. If a particular item requires more attention, it is the responsibility of the Contractor to perform the preventive maintenance more often. Contractor is to contact the Executive Director or his/her designee for assistance if questions arise in the performance of this schedule. In addition to this schedule, Contractor is required to follow the recommended preventive maintenance procedures of the vendor supplying any equipment in the identified facilities.

Cleaning

Sweeping: localized	Daily, more often if needed
Sweeping: all areas including curbs	Weekly
Sweeping expansion joints	Weekly
Empty trash cans	Daily
Restrooms: floors, fixture	Daily
Restrooms: walls	Weekly
Cashier Booths: floors, fixtures, windows	Daily
Cashier Booths: non-glass walls	Weekly
Elevators: floors, tracks, walls, doors	Daily, more often if needed
Stairways: steps, landings, doors	Weekly
Lobbies and Office: floors	Daily
Lobbies and Office: windows	Weekly
Washing parking floors	Semi-Annually
Cleaning lobby walls	Semi-Annually or more often
Interior signs and graphics	Monthly
Parking Control Equipment	Weekly
Overhead pipes, ducts	Semi-Annually
Storage and mechanical rooms	Semi-Annually
Interior walls	Annually

Doors and Hardware

Check for proper operation	Weekly
Lubricate: knobs, locks, hinges	Semi-Annually

Electrical

Relamp fixtures	As Needed
Check back-up generator operation	Weekly
Check operation of emergency lighting	Monthly
Snow melting equipment	Semi-Annually

Check distribution panels	Annually
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Elevators

Check for normal operation	Daily
Check indicator lights	Weekly
Preventative maintenance check by Contractor	Monthly

HVAC

Check for proper operation	Weekly
Preventative maintenance: Lube, change filters, and adjust according to manufacturer's specifications	Quarterly

Ventilation System

Check fan operation	Daily
Preventive maintenance: clean and lube	Quarterly
Check CO detection system	Quarterly

Painting

Check for rust spots or peeling of paint on doors, hardware, walls, ducts, exposed Pipe, conduits and other surfaces	Monthly
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Line Striping

Parking stalls, lines, curbs, etc.	Annually
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Power Wash

All parking spaces	Annually, prior to line striping
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Snow or Ice

Check for accumulation	Hourly when applicable
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Safety/Security Systems

CCTV: check for visibility	Daily
Intercom: check operation	Monthly
Fire detection system	Monthly
Check exit lights	Monthly
Fire extinguishers	Monthly, recharge yearly

Revenue Control

Check journal tape supply	Daily
Check readability of tickets	Daily
Check ticket supply	Daily
Check for operation of remote fee display	Daily
Verify time	Daily
Perform preventive maintenance	Weekly or as required

Plumbing System

Check fixtures for proper operation	Weekly
Check sump pump operation	Monthly
Check ramp and floor drains	Monthly
Check pipes for visible leaks	Weekly
Empty each catch basin	Annually

EXHIBIT D – Fiscal Year 2014-2015 Annual Fee Schedule

<u>Fee</u>	<u>Amount</u>
Facility Rental	
Parking Facility Rental - Deposit (Refundable if facility left undamaged) ()()	\$625-\$1,540
Parking Facility Rental - 2 hour minimum charge ()()	\$375-\$8,200
Facility Rental - Cleaning Fee	
Parking Facility Rental - Additional time required for cleaning charged - 1 hour minimum charge ()()	Charged at actual staff cost
General Parking	
Special Event Parking ()()	\$10.00 - \$25.00
General Parking - Daily	
Daily Parking - Designated Lots Only (per day) ()()	\$5.00-\$15.00
After 5 p.m. Rate ()()	\$5.00 - \$15.00
Weekend Daily Rate ()()	\$5.00 - \$10.00
Maximum Daily Fee ()()	24.00
Hourly Parking - per hour (Validations May Apply) ()()	2.00
Lost Access Card Fee ()()	28.00
Meters: 24 minutes; One, Two, Four and Ten Hours (rate per hour) ()()	\$0.50-\$2.00
Temporary removal/installation of parking meter or blocking of meter ()()	200.00
Fee per day meter is removed or blocked ()()	8.00
Permit Parking - Monthly	
Channel Garage Monthly (Lot A) ()()	75.00
Channel/California Lot Monthly (Lot B) ()()	47.00
Sutter/Market St - Monthly (Lot F) ()()	55.00
California/Main St - Monthly (Lot J) ()()	55.00
Weber Point Garage Monthly (SEB Garage) ()()	75.00
American/Weber Ave. Lot Monthly (Lot K) ()()	55.00
American/Main St - Monthly (Lot L) ()()	47.00
Washington/San Joaquin St. Lot Monthly Designated (Lot N) ()()	56.00
Washington/San Joaquin St. Lot Monthly Undesignated (Lot N) ()()	44.00
San Joaquin/Washington St. Lot Monthly (Lot O) ()()	44.00
California/Washington Street Lot Monthly (Lot R) ()()	44.00
Fremont East - Monthly ()()	\$75.00-\$125.00
Meter Pass Monthly (Lot W) ()()	44.00
Monthly Residential Parking Pass ()()	31.00



CITY OF STOCKTON

OFFICE OF THE CITY MANAGER

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209 / 937-8212 • Fax 209 / 937-7149
www.stocktongov.com

December 20, 2016

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton CA 95202

STOCKTON SUCCESSOR AGENCY ELGIBILITY & COMMITMENT OF MEMBERSHIP FOR U.S. EPA BROWNFIELDS ASSESSMENT COALITION GRANT APPLICATION

The Successor Agency to the Former Redevelopment Agency of the City of Stockton (the "Successor Agency") is committed to serving as a supporting coalition member for the referenced grant with the City of Stockton serving as the lead coalition member. The Successor Agency is a separate legal entity and owns several properties within the boundaries of the proposed target area. The Successor Agency has a vested interest in the formation and implementation of an environmental assessment program in the City of Stockton as it will further the goals of future development for many of the properties identified in the Successor Agency Long Range Property Management Plan.

The Successor Agency may apply as a supporting coalition member as it is a separate legal entity and is sanctioned by the State of California. Successor Agencies were created following the dissolution of Redevelopment Agencies on February 1, 2012. Specifically, Assembly Bill 1484 was passed which amended the California Health and Safety Code to create successor agencies which succeeded to and assumed the obligations of the dissolved redevelopment agencies.

California Health & Safety Code section 34173(g) provides:

"A successor agency is a separate public entity from the public agency that provides for its governance and the two entities shall not merge. The liabilities of the former redevelopment agency shall not be transferred to the sponsoring entity and the assets shall not become assets of the sponsoring entity. A successor agency has its own name, can be sued, and can sue. All litigation involving a redevelopment agency shall automatically be transferred to the successor agency. The separate former redevelopment agency employees shall not automatically become sponsoring entity employees of the sponsoring entity and the successor agency shall retain its own collective bargaining status. As successor entities, successor agencies succeed to the organizational status of the former redevelopment agency, but without any legal authority to participate in

December 20, 2016

Page 2

Successor Agency Commitment of Membership

redevelopment activities, except to complete any work related to an approved enforceable obligation. Each successor agency shall be deemed to be a local entity for purposes of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code)."

Specifically, California Health and Safety Code section 34173(g) explicitly states that a successor agency is a separate public entity from the public agency that provides for its governance. As such, any belief that the Successor Agency is a City of Stockton department is not accurate. The Successor Agency is a separate legal entity from the City based on the state law cited above.

The Successor Agency looks forward to serving as a supporting coalition member in order to promote and provide the residents of Stockton with a vital, healthful and sustainable Downtown Waterfront and Western Downtown Core and formalizes its partnership with the City of Stockton for the purpose of applying for the 2017 United States Environmental Protection Agency (U.S. EPA) Brownfields Coalition Assessment Grant.

SUCCESSOR AGENCY TO THE FORMER
REDEVELOPMENT AGENCY OF THE CITY OF
STOCKTON, A Public Body Corporate and Politic

By: 
for KURT O. WILSON
Executive Director



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December 20, 2016

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street
Stockton CA 95202

PARKING AUTHORITY ELIGIBILITY & COMMITMENT OF MEMBERSHIP FOR FY17 U.S. EPA BROWNFIELDS ASSESSMENT COALITION GRANT APPLICATION

An integral part of transportation planning is parking. A purpose of the Parking Authority of the City of Stockton, (the "Parking Authority") is to support and encourage infill development that provides for walkable communities that will reduce vehicle miles traveled and promote a reduction in air pollution in the Stockton Downtown Waterfront and Western Downtown Core Areas. As a separate legal entity that owns properties in downtown Stockton, the Parking Authority's membership in the U.S. EPA Brownfields Assessment Coalition with the City of Stockton is an integral part in forming a collaborative partnership between agencies that have a vested interest in the community because of real estate holdings, capital investment, history, and missions.

The Parking Authority may apply as a supporting coalition member as it is a separate legal entity under California Streets and Highways Code Section 32650 that provides:

"There is in each city and in each county of the state a public body corporate and politic known as the parking authority of the city or the county."

California Streets and Highways Code Section 32512 provides:

"State public body" means the State, or any city, city and county, county, district, authority, or any other subdivision or public body of the State."

California Streets and Highways Code Section 32801 provides:

"The authority may:

- (a) Sue and be sued, have a seal, and make and execute contracts and other instruments necessary or convenient to the exercise of its powers.
- (b) Make, and from time to time amend and repeal, by-laws and regulations not

December 20, 2016

Page 2

Parking Authority Commitment of Membership

inconsistent with this part to carry into effect the powers and purposes hereof.

- (c) Select and appoint or remove such permanent and temporary officers, agents, counsel, and employees, as it requires, and may determine their qualifications, duties, and compensation. The powers of the authority under this subdivision are subject to all limitations and rights applicable to similar employment by the city, unless by resolution the legislative body otherwise determines.

The California Streets and Highways Code section 32650 states that the parking authority of the city is a public body corporate and politic and can exercise all powers granted by the Parking Laws of the state. Further Section 32801 provides a listing of such powers, all of which evidence a separate legal status. Any assertion that the Parking Authority is a City of Stockton department should be dismissed given the analysis of state law above that provides that the Parking Authority is a separate legal entity.

The Parking Authority is ready to join the City of Stockton in working with the U.S. EPA to attract new downtown infill and redevelopment by committing to apply for the 2017 U.S. EPA Brownfields Coalition Assessment Grant as a supporting coalition member.

PARKING AUTHORITY OF THE CITY OF
STOCKTON, A Public Body Corporate and Politic

By: 
for KURT O. WILSON
Executive Director

ATTACHMENT
DOCUMENTATION OF LEVERAGING COMMITMENTS

Resolution No. 2014-12-16-1211

STOCKTON CITY COUNCIL

RESOLUTION APPROVING A \$330,000 CDBG LOAN; A \$137,547 CHDO LOAN; AND ALLOCATING 100 LOW-INCOME HOUSING UNITS PURSUANT TO ARTICLE XXXIV OF THE CALIFORNIA CONSTITUTION FOR VISIONARY HOME BUILDERS' GRAND VIEW VILLAGE MULTI-FAMILY HOUSING PROJECT

Visionary Home Builders of California (Visionary) intends to construct a 101 unit housing project which will include 100 units available to low-income households that count toward the City's housing goals; and

The City has determined that based on the City's Housing Element and Consolidated Plan additional affordable housing is needed to meet the needs of the City's residents; and

The proposed project complies with the National Environment Policy Act and the City of Stockton General Plan Housing Element; and

Visionary has requested acquisition financing in the amount of \$330,000, which will be provided with Community Development Block Grant (CDBG) funds, to acquire property located at 228 and 240 North Hunter Street; and

Visionary has requested predevelopment financing in the amount of \$137,547, which will be provided with Community Housing Development Organization (CHDO) set-aside funds from the HOME Investment Partnerships Program; and

Article XXXIV of the California Constitution ("Article 34") requires a local election by voters to approve a low-income housing project when financed in whole or in part by the federal government or a state public body or to which the federal government or a state public body extends assistance by supplying all or part of the labor by guaranteeing the payment of liens or otherwise; and

In the election in November 2010, voters gave the City Council authority to approve low-income housing projects and allocate up to 500 units per year for a ten-year period; and

Visionary is applying for nine percent federal tax credits as an affordable housing project and must obtain Article 34 authority from the City for allocation of the 100 low-income units for the Grand View Village multi-family project; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS
FOLLOWS:

1. The City Council hereby approves a loan in an amount not to exceed \$330,000 to Visionary to be funded with CDBG funds to acquire property located at 228 and 240 North Hunter Street.

2. The City Council hereby approves a predevelopment loan in an amount not to exceed \$134,547 funded with CHDO set-aside funds from the HOME Investment Partnerships Program.

3. Pursuant to Article 34 of the California Constitution, the City Council hereby approves the designation of 100 low-income housing units to provide affordable housing to low-income households.

4. The City Manager, or his designee, is hereby authorized and directed to execute all appropriate documents to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED December 16, 2014



ANTHONY SILVA, Mayor
of the City of Stockton

ATTEST:



BONNIE PAIGE
City Clerk of the City of Stockton



Resolution No. 2015-06-09-1202

STOCKTON CITY COUNCIL

RESOLUTION APPROVING FIVE AFFORDABLE HOUSING LOANS AND ALLOCATING LOW-INCOME HOUSING UNITS PURSUANT TO ARTICLE XXXIV OF THE CALIFORNIA CONSTITUTION

The City of Stockton (City) has received funding from the U.S. Department of Housing and Urban Development (HUD) under the HOME Investment Partnerships Program and the Neighborhood Stabilization Programs 1 (NSP1) and 3 (NSP3); and

In 2006 the Strong Neighborhoods Initiative Redevelopment Revenue Bond program provided funds for the development of affordable housing projects citywide. On April 21, 2015, the transfer of remaining bond proceeds from the Successor Agency to the City was approved which now makes these funds available for the City to allocate to affordable housing projects; and

On March 5, 2015, the City issued a Notice of Funding Availability (NOFA) to notify interested parties of the availability of funds for affordable housing projects; and

Six applications were received and funding recommendations (Exhibit 1) were provided to the City Council on June 9, 2015; and

Article XXXIV of the California Constitution (Article 34) requires a local election by voters to approve a low-income housing project when financed in whole or in part by the federal government or a state public body or to which the federal government or a state public body extends assistance by supplying all or part of the labor by guaranteeing the payment of liens or otherwise; and

On November 2010, an election was held and voters gave the City Council authority to approve low-income housing projects and allocate up to 500 units per year for a ten-year period; and

The Anchor Village and Hunter Street Apartment projects require approval under Article 34 and Grand View Village, which had 100 units previously approved, needs an additional 6 units approved; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby approves the loans shown on Exhibit 1, attached hereto and incorporated by reference.

2. The City Council hereby approves, pursuant to Article XXXIV of the California Constitution, the designation of 50 low-income housing units to Anchor Village, 80 low-income housing units to Hunter Street Apartments, and an additional 6 units to increase the total number of low-income units approved for Grand View Village from 100 to 106.

3. The City Council hereby approves the appropriation of \$3.2 million of housing proceeds to Low-Moderate Income Housing Fund.

4. The City Manager, or his designee, is hereby authorized and directed to execute all appropriate documents, including loan documents and subordination agreements, and to take all necessary and appropriate actions to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 9, 2015



ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:

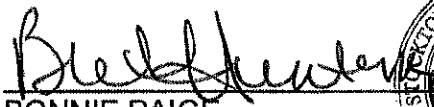
for 
BONNIE PAIGE
City Clerk of the City of Stockton



Exhibit 1

Applicant	Project	Recommended Funding	Source
Domus Development/AG Spanos Companies	Anchor Village	\$1,200,000	Bond Proceeds
VCOR, LP	Grand View Village	\$3,485,000	HOME and Bond Proceeds
Visionary Home Builders	Hunter Street Apts.	\$720,000	NSP
Habitat for Humanity	Alvarado Court and Dream Creek	\$275,000	HOME
S.T.A.N.D.	City Center Infill	\$225,000	HOME

Resolution No. 2014-06-24-1506

STOCKTON CITY COUNCIL

**RESOLUTION APPROVING A \$2,500,000 LOAN, THE SALE OF THE
PROPERTY AT 30 NORTH CALIFORNIA STREET, THE LEASING OF AIR
RIGHTS OVER THE CITY-OWNED PARKING LOT AT 25 NORTH AMERICAN
STREET; AND ALLOCATING 39 LOW-INCOME HOUSING UNITS PURSUANT
TO ARTICLE XXXIV OF THE CALIFORNIA CONSITUION FOR
DFA DEVELOPMENT LLC'S CAL WEBER 40
MULTI-FAMILY HOUSING PROJECT**

DFA Development, LLC intends to renovate two buildings in downtown Stockton to construct a mixed-use development; and

The project will include commercial uses on the first floor and a 40-unit residential family housing project on the second floor which will include 39 units of low-income housing that will count toward the City's low income housing goals and will also include a parking structure and an open space/play area; and

The City has determined that based on the Housing Element and Consolidated Plan, additional affordable housing is needed to meet the needs of the City's residents; and

DFA is proposing a variety of funding sources for the project including federal tax credits and a bank loan; and

DFA will apply for nine percent in federal tax credits in July 2014 and is seeking a commitment by the City for funds to fill the gap in its financing plan since the California Tax Credit Allocation Committee views local funding as an important component of a successful application; and

DFA has requested construction financing in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000), which will be provided with HOME Investment Partnerships funds and program income from a HELP loan as a 55-year loan at 3 percent simple interest to be repaid by residual receipts; and

The transfer of the property and the use of the loan funds will be contingent on DFA obtaining all of the additional funding necessary to construct the project; and

Article XXXIV of the California Constitution ("Article 34") requires a local election by voters to approve a low-income housing project when financed in whole or in part by the federal government or a state public body; and

In November 2010, local voters gave the City Council the authority to approve the development of up to 500 publicly assisted low-income housing units each year for a ten-year period; and

DFA is asking that the City Council allocate 39 of the authorized units for the Cal Weber 40 multi-family project; and

DFA is proposing to acquire a vacant City-owned parcel which will be used for parking and an open space/play area for tenants to be paid for with residual receipts over a fifteen year period; and

DFA is also proposing a lease for air rights over a City parking lot to provide needed parking for the project at no cost for a period of fifty-five years; and

The proposed project complies with the National Environment Policy Act, the California Environmental Quality Act, and the City of Stockton General Plan Housing Element; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby approves a loan in an amount not to exceed \$2,500,000 to DFA Development, LLC to be funded with program income from a HELP loan and with HOME Investment Partnerships funds with the proviso that DFA obtain all funding necessary to construct the project. All accumulated program income in the HELP fund, which to date is \$422,690, will be used, with HOME funds providing the balance of the requested loan.

2. It is declared that a notice of the intention to lease, sell or dispose of City-owned property was duly published in accordance with the provisions of Article V, section 510 of the Charter of the City of Stockton.

3. The City Council hereby finds that the sale of the property located at 30 North California Street to DFA Development, LLC is in the best interest of the City to further its efforts to increase the supply of affordable housing and authorizes the sale to DFA contingent upon all funding necessary to construct the project being obtained.

4. The City Council hereby approves the leasing of air rights over Lot K, located at 25 North American Street, to DFA Development, LLC for a period of 55 years at no cost to DFA Development.

5. The City Council hereby approves, pursuant to Article 34 of the California Constitution, the designation of thirty-nine low-income housing units to provide affordable housing to low-income households for this project.

6. The City Council hereby authorizes a budget revenue increase and appropriation of \$1,005,000 from federal Housing and Urban Development funds (HUD) to fund part of this project

7. The City Manager is hereby authorized and directed to execute all appropriate documents to carry out the purpose and intent of this Resolution, including, but not limited to a deed and/or other instrument of conveyance, a lease, and subordination and assignment agreements.

8. In accordance with Government Code section 65402, this activity/project has been determined to conform to the City's General Plan.

9. The sale and leasing of property is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Section 15301, Class 1 of the State CEQA Guidelines and the filing of a Notice of Exemption is hereby approved.

PASSED, APPROVED, and ADOPTED June 24, 2014

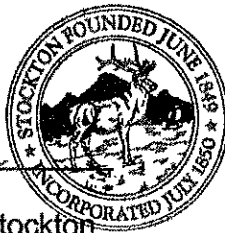


ANTHONY SILVA, Mayor
of the City of Stockton

ATTEST:



BONNIE PAIGE
City Clerk of the City of Stockton



Resolution No. 2016-06-07-1206

STOCKTON CITY COUNCIL

RESOLUTION APPROVING AN AMENDMENT TO THE LOANS FOR THE ANCHOR VILLAGE AND GRAND VIEW VILLAGE HOUSING PROJECTS TO ALLOW THE EXPENDITURE OF A PORTION OF THE CITY LOANS AND AN AMENDMENT TO THE CAL WEBER 40 PROJECT TO INCREASE THE LOAN BY \$525,000

On June 6, 2014, the City Council approved a \$2.5 million loan funded with HELP Program Income and HOME Investment Partnerships Program (HOME) funds to DFA Development LLC for the Cal Weber 40 project to assist in the renovation of two buildings in downtown Stockton into a mixed-use affordable housing project, located at 512 East Weber Avenue; and

After construction began, unplanned infrastructure costs exceeding \$1 million were incurred; and

Cal Weber Associates, LP, a limited partnership that assumed that loan from DFA Development LLC, wishes to borrow additional funds in the amount of \$525,000 to help off-set the unplanned costs; and

On June 9, 2015, through a Notice of Funding Availability (NOFA) process, the City Council approved loans to five affordable housing projects, including a \$1.2 Million loan of Bond Proceeds to Anchor Village, LP for Anchor Village, a 50 unit affordable housing project for Veterans and adults with mental illness, located at 601 North Hunter Street and a \$3,485,000 loan funded with HOME Investment Partnerships Act and Bond Proceeds to VCOR, LP for the Grand View Village project, a 108 unit mixed-use affordable housing project, located on a portion of the block bordered by Miner Avenue, Hunter Street, San Joaquin Street, and Channel Street; and

Both loans were approved contingent upon the developers obtaining all of the funding necessary to construct the projects; and

Neither project has obtained all of the funding but are making progress in their development; and

Anchor Village, LP requested authorization to spend up to \$600,000 of the approved City loan on predevelopment costs and VCOR, LP requested approval to spend \$971,000 to purchase 228 and 240 North Hunter Street; and

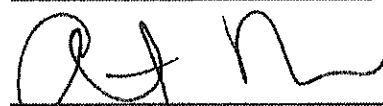
Upon completion, all the projects will provide affordable housing for households with incomes between 30 percent and 80 percent of the Area Median Income (AMI); now, therefore

//

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS
FOLLOWS:

1. The City Council hereby approves the amendment of the loan for the Anchor Village project to spend up to \$600,000 of the approved City loan on predevelopment costs.
2. The City Council hereby approves the amendment of the loan for the Grand View Village project to spend an additional \$971,000 to complete the acquisition of properties located at 228 and 240 North Hunter Street.
3. The City Council hereby approves an amendment to the loan for the Cal Weber 40 project to increase the loan by \$525,000 using Low-Moderate Income Housing Funds to partially off-set the unplanned costs.
4. The City Manager, or his designee, is authorized to execute all documents, including loan documents and subordination agreements, and to take actions necessary and appropriate to carry out the purpose and intent of the resolution.

PASSED, APPROVED, and ADOPTED June 7, 2016



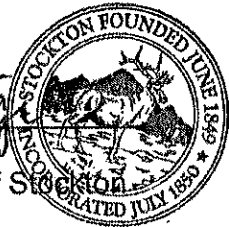
ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:



BONNIE PAIGE

City Clerk of the City of Stockton



Resolution No. 2015-07-07-1502

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE DOWNTOWN INFRASTRUCTURE INFILL INCENTIVE PROGRAM

The Stockton City Council identified economic development and downtown revitalization as two key goals for the City; and

The City Council adopted two critical plans, the ULI Report (February 2012) and Economic Development Strategic Plan (February 2015) to guide the City in revitalizing Downtown Stockton, increasing employment opportunities, and attracting private investment throughout the community; and

To further enhance City of Stockton's economic development program and encourage infill mixed-use development in Downtown Stockton, a new Downtown Infrastructure Infill Incentive Program has been developed providing financial incentives to developers that create new market-rate housing and retail/commercial space in Downtown Stockton; and

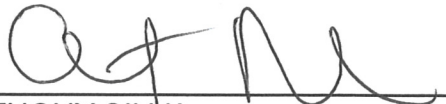
The Infrastructure Infill Incentive Program will support the city's business expansion efforts, bring private investment to Downtown Stockton, and generate additional jobs and revenue for the City; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby approves the Downtown Infrastructure Infill Incentive Program and Program Guidelines, attached hereto as Exhibit 1 and incorporated herein by this reference.

2. The City Manager is hereby authorized and directed to take all necessary and appropriate action to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED July 7, 2015.


ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:


BONNIE PAIGE
City Clerk of the City of Stockton



Moved by: Christina Fugazi, seconded by Anthony Silva.
Vote: Motion carried 6-0

Yes: Christina Fugazi, Elbert Holman, Susan Lofthus, Michael Tubbs, Anthony Silva, and Daniel Wright.
Absent: Moses Zapien.

City of Stockton
ECONOMIC DEVELOPMENT
DOWNTOWN INFRASTRUCTURE INFILL INCENTIVE PROGRAM

Goals and Objectives

The purpose of the Downtown Infrastructure Infill Incentive Program is to serve as an additional tool in the City's economic development efforts to revitalize Downtown Stockton, generate new revenue, attract new business, and create additional jobs. The program provides financial incentives to eligible parties that are looking to develop new market-rate residential or mixed use projects in Downtown Stockton. The project must align with City Council goals, adopted Economic Development Strategic Plan (February 2015) and/or Urban Land Institute report (February 2012) and must help to meet infill development objectives for Downtown Stockton.

Program Guidelines

The Downtown Infrastructure Infill Incentive Program will be used to attract and support market-rate residential, commercial, and mixed use projects in Downtown Stockton. In order to qualify, a project must meet the following guidelines:

1. Program boundaries

Center Street to the west, Park Street to the north, ACE Rail/UPPR to the east, and Washington Street to the south (see Exhibit A - Program Boundary Map).

2. Eligible Improvements

The Downtown Infrastructure Infill Incentive Program would fund public off-site infrastructure associated with eligible Downtown infill projects. Qualifying improvements include, but not are limited to:

- Sewer
- Water
- Storm Drain
- Street Improvements, including crosswalks, bike lanes, striping, and medians
- Public Signage
- Traffic Signals
- Street Lights
- Curb, Gutter, Sidewalk
- Landscaping
- Other public improvements such as benches, trash receptacles, parklets, planters, and bike racks

3. Eligible Projects

In order to qualify for public infrastructure funding, a project must be located within the program boundaries identified above and consist of a minimum of 35 new market-rate residential units and/or a minimum of 30,000 s.f. of new, or newly renovated, retail or commercial space. In addition, the applicant must make a capital investment of a minimum

of \$500,000 and the public improvements eligible for reimbursement must equal a minimum of \$100,000 in order to qualify.

4. Application Process and Funding

A request for funding must be submitted to the Economic Development Department for review. Upon project approval by the City Manager, an Infill Infrastructure Reimbursement Agreement will be drafted between the City and applicant for Council consideration. The Reimbursement Agreement will detail the public improvements being constructed, cost, source of funds, and terms of the reimbursement.

The City will reimburse the applicant within 6 months of completion of public improvements that are eligible and included within the executed Reimbursement Agreement of up to \$900,000 annually. If improvements exceed the \$900,000 annual cap, reimbursements will occur in subsequent years. The City Council, at its sole discretion, may amend or cancel the program at any time.

The Downtown Infrastructure Infill Incentive Program will maintain an annual cap of \$900,000 and potentially be funded through various sources including, but not limited to, Successor Agency tax increment ("waterfall"), sales tax sharing agreements, Community Development Block Grant (CDBG) funds, Enhanced Infrastructure Finance Districts, Municipal Utilities capital improvement funds, gas tax revenues, and potential grant proceeds. The City will fund a total of \$9 million during the life of the program, which will be in effect for a period of 10 years from the date of approval, unless extended by the City Council.

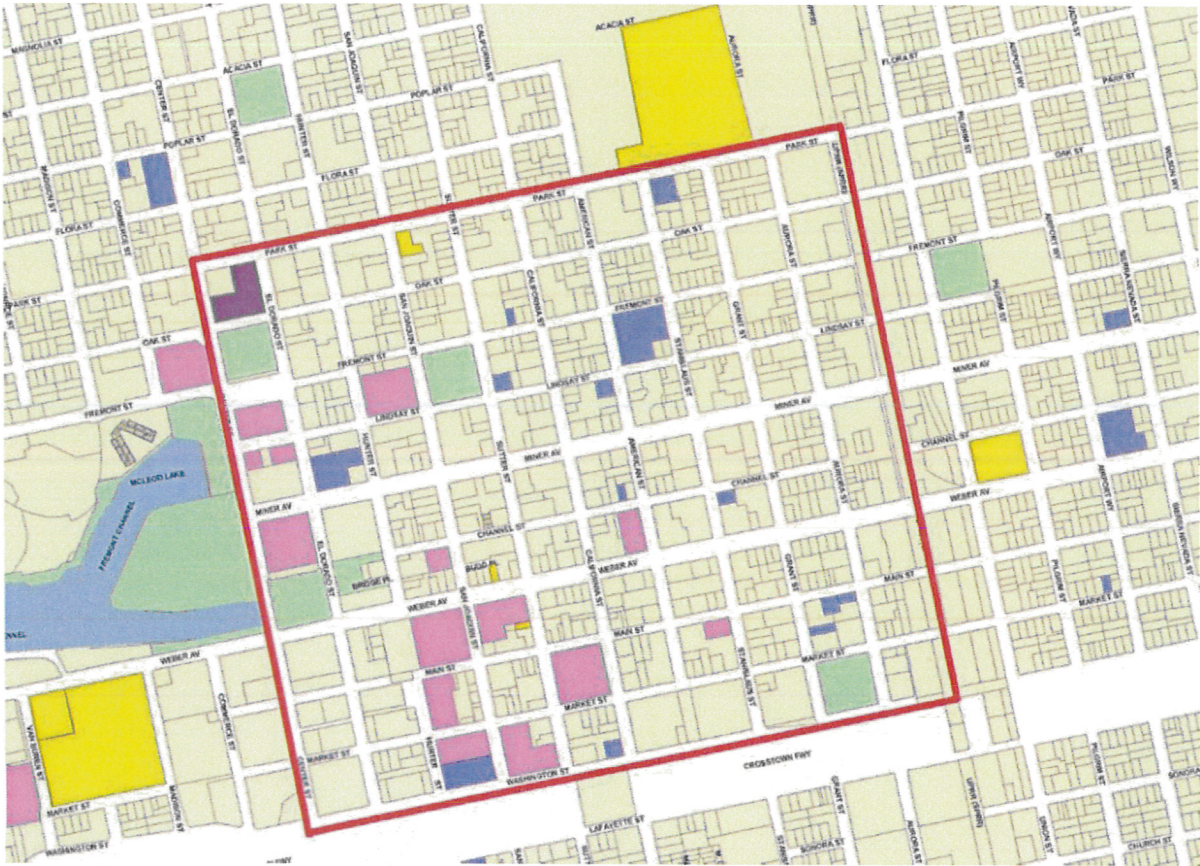
5. Council Review

All Infrastructure Reimbursement Agreements will be presented to the City Council for review and consideration based on the guidelines set forth above.

Adopted by the Stockton City Council
_____, 2015 – Resolution No. ____

EXHIBIT A

Downtown Infrastructure Infill Incentive Program Boundary Map



Resolution No. 2014-09-09-1206

STOCKTON CITY COUNCIL

RESOLUTION AMENDING CITY COUNCIL POLICY 700-6 – LIEN FORGIVENESS PROGRAM

In October 2008 the City Council adopted City Council Policy 700-6 to relieve code enforcements fines, penalties, interest, and/or liens which were preventing the successful rehabilitation of certain properties (the “Policy”); and

In April 2010 the Policy was amended to provide additional criteria clarification for determining eligibility to ensure that only properties that were “exceptionally burdened” by code enforcement liens were eligible and to prevent an unmanageable burden on City resources due to the number of properties made eligible during the foreclosure crisis; and

Under the existing Policy, each application must be brought before City Council for approval, which can sometimes results in the delay of blight abatement and run the risk of projects being canceled; and

Blight abatement would contribute to increased property values and facilitate investment, improvements, and/or blight abatement on eligible properties and allow redevelopment of these properties in a more efficient and timely manner; and

Modifying the Policy’s geographic boundaries to include all properties located within the incorporated boundaries of the City of Stockton would allow for the greatest opportunity for private sector investment and blight abatement; now therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby amends City Council Policy No. 700-6 as provided in Exhibit 1 to this resolution which is attached hereto and incorporated by this reference.

2. The City Manager or his designee is authorized to take any actions necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED September 9, 2014



ANTHONY SILVA, Mayor
of the City of Stockton

ATTEST:



BONNIE PAIGE, City Clerk
of the City of Stockton



**CITY OF STOCKTON, CALIFORNIA
CITY COUNCIL POLICY**

Subject: LIEN FORGIVENESS INCENTIVE PROGRAM	Policy No. 700-6	Page No. 1 of 4
	Effective Date:	Revised from: Nov. 5, 2008

PURPOSE

Promote investment, improvements, and/or blight abatement to blighted properties within Stockton City limits.

POLICY

The intent is to allow the City Manager to forgive certain liens previously imposed by the City, for the public purpose of facilitating substantial investment, improvements, and/or blight abatement to blighted properties.

PROCEDURE

A. Eligible Properties

To be considered for participation in this program, a property must meet all of the following criteria:

1. The property must be improved for a use or uses other than a single family residential use. No single family residential uses are eligible. Duplexes and triplexes shall only be eligible if there are 4 or more units located on the same property.
2. The applicant must be able to show that the successful rehabilitation of the property is being prevented due to exceptional lien burdens (minimum \$5,000 in total).
3. The applicant must be able to provide a letter verifying financial need.
4. Improvement or blight abatement of the property must further goals and objectives contained in the Economic Development Strategic Plan, Urban Land Institute Report, Council goals, or other related City plan, as well as bring the site into compliance with all applicable codes.
5. The investment, improvements, and/or blight abatement of the property will have a significant positive effect on the surrounding neighborhood and has the strong potential to encourage additional investment and improvements in the surrounding area.
6. The applicant must demonstrate the ability to undertake and complete improvements, as well as competently manage and maintain the property.

**CITY OF STOCKTON, CALIFORNIA
CITY COUNCIL POLICY**

Subject: LIEN FORGIVENESS INCENTIVE PROGRAM	Policy No. 700-6	Page No. 2 of 4
	Effective Date:	Revised from: Nov. 5, 2008

7. No Applicant is eligible who has caused, maintained, or allowed the violations, fines, fees, or liens at the subject property.

The City Manager reserves the right to bring any property to the City Council for approval which does not meet the above criteria, if, in the opinion of the City Manager, the project would meet the purpose of this Policy by facilitating substantial investment, improvements, and/or blight abatement to blighted properties.

*It should be noted that, depending on the agreement reached, some improvements may be subject to prevailing wage requirements.

B. Application Process

1. The property owner or potential purchaser of an eligible property may apply for the program.
2. The City will review and process the application and complete its due diligence in a timely fashion; which may require consultation with San Joaquin County.
3. Determination (Section C).
- 4a. City Manager approval. (Note: City Manager may accept or reject proposal and/or impose additional stipulations.)
- 4b. City Council approval required for lien totals exceeding the current Council limit, which is adjusted each July.

C. Determination

The Economic Development Director is responsible for determination of eligibility. Evaluation results in one of two outcomes:

Approval – If the application is found to be eligible, the applicant will proceed to negotiations with City staff to determine specific criteria for project's acceptance into the Program.

OR

Denial – The Economic Development Director may deny an application due to eligibility criteria. A formal letter expressing denial will be sent to the applicant.

**CITY OF STOCKTON, CALIFORNIA
CITY COUNCIL POLICY**

Subject: LIEN FORGIVENESS INCENTIVE PROGRAM	Policy No. 700-6	Page No. 3 of 4
	Effective Date:	Revised from: Nov. 5, 2008

The applicant can appeal decision through the Reconsideration/Appeal Process (Section D).

D. Reconsideration/Appeal Process

Reconsideration

1. The applicant has 30 days to request reconsideration by the Economic Development Director of his or her decision to deny the project acceptance into the Program. The applicant shall request reconsideration in a letter addressed and delivered to the Economic Development Director, which sets out in detail the reasons why the proposed projects should be accepted in the Program.
2. A review of the request for consideration will be conducted by the Economic Development Director and a written response will be mailed to the applicant.

If the applicant is not satisfied with the results of the request for reconsideration then:

3. The applicant has 30 days, following the mailing of the written response to the request for reconsideration, to send a letter requesting a meeting with the Economic Development Director and staff. During the meeting, the applicant will receive verbal notification whether the Economic Development Director has decided to overturn the previous denial decision and allow the project acceptance into the Program.

Appeal

If the applicant is not satisfied with the results of the meeting with the Economic Development Director, then:

4. The applicant has 14 days following the meeting with the Economic Development Director to file with the City a letter appealing the decision made by the Economic Development Director. The letter of appeal shall be delivered to the Office of the City Manager. The City Manager will

**CITY OF STOCKTON, CALIFORNIA
CITY COUNCIL POLICY**

Subject: LIEN FORGIVENESS INCENTIVE PROGRAM	Policy No. 700-6	Page No. 4 of 4
	Effective Date:	Revised from: Nov. 5, 2008

notify the applicant by mail of his or her decision and the decision of the City Manager shall be final.

E. Agreement/Monitoring Plan

1. In each instance where the City shall choose to forgive certain liens previously imposed on a property, such forgiveness shall be memorialized in an agreement approved by the City Manager and conditioned upon (among other matters) the successful investment, improvements, and/or blight abatement of the subject property and shall be further conditioned upon the subject property remaining in acceptable condition for no less than five years following project completion.
2. If the subject property is not successfully invested in, improved, and/or blight is not abated within the project schedule approved by the City (as determined by the Economic Development Director), the City shall not forgive the liens previously imposed on the property.
3. If the property has not been properly maintained (as determined by the Economic Development Director), following the successful investment, improvements, and/or blight abatement of the subject property, the City may re-institute the subordinated liens, as well as pursue additional interest and penalties.
4. If the subject property meets all of the requirements specified in the agreement, at the end of the five-year monitoring period, the applicant may request the City remove the applicable lien from the property.

Resolution No. 2016-12-13-1205

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THREE AFFORDABLE HOUSING LOANS AND ALLOCATING LOW-INCOME HOUSING UNITS PURSUANT TO ARTICLE XXXIV OF THE CALIFORNIA CONSTITUTION

The City of Stockton (City) has received funding from the U.S. Department of Housing and Urban Development (HUD) under the HOME Investment Partnerships Program and the Neighborhood Stabilization Programs 1 (NSP1) and 3 (NSP3); and

In 2016 the Successor Agency to the former Redevelopment Agency of the City of Stockton made payment on two outstanding loans to the City's Low and Moderate Income Housing fund in the amount of \$1.2 million which now makes these funds available for the City to allocate to affordable housing projects; and

On August 22, 2016, the City issued a Notice of Funding Availability (NOFA) to notify interested parties of the availability of funds for affordable housing projects; and

Ten applications were received and evaluated by a selection committee; and

Funding recommendations (Exhibit 1) were provided to the City Council on December 13, 2016; and

Article XXXIV of the California Constitution (Article 34) requires a local election by voters to approve a low-income housing project when financed in whole or in part by the federal government or a state public body or to which the federal government or a state public body extends assistance by supplying all or part of the labor by guaranteeing the payment of liens or otherwise; and

On November 2010, an election was held and voters gave the City Council authority to approve low-income housing projects and allocate up to 500 units per year for a ten-year period; and

The Medico Artist Flats project requires approval under Article 34; now, therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS
FOLLOWS:**

1. The City Council hereby approves the funding recommendations listed on Exhibit 1, attached hereto and incorporated by reference.

2. The City Council hereby approves, pursuant to Article XXXIV of the California Constitution, the designation of 30 low-income housing units to Medico Artist Flats project.


3. The City Manager, or his designee, is hereby authorized and directed to execute all appropriate documents, including loan documents and subordination agreements, and to take all necessary and appropriate actions to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED December 13, 2016.



ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:



BONNIE PAIGE
City Clerk of the City of Stockton

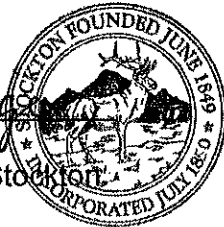


Exhibit 1

Applicant	Project	Recommended Funding	Source
S.T.A.N.D.	City Central Infill II	\$225,000	LMIHF
Habitat for Humanity	Dream Creek	\$237,000	NSP
DFA Development LLC	Medico Artist Flats	\$2,225,000	HOME

Resolution No. 2016-02-23-1601-01

STOCKTON CITY COUNCIL

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STOCKTON TO ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM AND APPROVE MASTER DEVELOPMENT PLAN AND WATER SUPPLY ASSESSMENT REPORT (SB 610), FOR THE DOWNTOWN STOCKTON OPEN WINDOW DEVELOPMENT PROJECT (MDP1-14)

The applicant, Ten Space, submitted an application for a Master Development Plan and related Development Agreement that would provide for revitalization and redevelopment of 51 properties, including 8 City and Parking Authority-owned properties, within a 15 square block area of downtown Stockton, generally bounded by Miner Avenue to the north, Aurora Street to the east, Main Street to the south, and Sutter Street to the west; and

The MDP proposes a mixed-use development concept; and

Up to 1,034 residential units would be constructed, primarily built at higher densities as part of apartments or other multi-family unit developments; and

The MDP may include development exceeding the 87 dwelling units on a parcel by parcel with an average density not exceeding 87 dwelling units per acre on any one block, consistent with current General Plan land use policies for density bonuses and consistent with other applicable general plan policies; and

However, the City is currently working on a General Plan update which is expected to address increased residential density in the downtown area. Therefore, for the purposes of the project Initial Study, the analysis assumes that up to 1,400 residential units would be constructed, primarily built at higher densities as part of apartments or other multi-family unit developments; and

The project will also include construction of up to 200,000 square feet of retail space, 90,000 square feet of commercial space and 110,000 square feet of industrial/art studio space. These spaces may be built as stand-alone developments, or combined in a mixed-use format with residential uses, as noted above; and

An accompanying Development Agreement is also proposed that would, with the MDP and the California Environmental Quality Act documentation, provide for future development; and

An associated Water Supply Assessment Report that evaluated a water supply and demand analysis (Water Supply Assessment) for development projects of a certain size or type, and

Approving the proposed Master Development Plan would support a wide range of General Plan goals and policies focused on economic development, creation of new jobs for Stockton residents, provision of housing, and removal of blighted and underutilized buildings; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON,
AS FOLLOWS:

The City Council hereby adopts a Mitigated Negative Declaration and Mitigation and Monitoring Program, approves the Master Development Plan and a Water Supply Assessment Report (SB 610), for the Downtown Stockton Open Window Project based on the following findings:

CEQA Document

The environmental assessment has been prepared in accordance with the provisions of the California Environmental Quality Act and addresses the environmental review required for the Master Development Plan and Development Agreement in that:

- a. The Project initial study identified potentially significant effects of the Project. Revisions to the Project made by or agreed to by the Project applicant before the proposed mitigated negative declaration (MND) and initial study were released for public review were determined by the City to avoid or reduce the potentially significant effects to a less than significant level, and, therefore, there was no substantial evidence that the Project as revised and conditioned would have a significant effect on the environment.
- b. A Notice of Intent to Adopt the MND (NOI) was circulated for public comment for 30 days (December 4, 2015 through January 4, 2016). The NOI was sent to those public agencies that have jurisdiction by law with respect to the proposed project and to other interested parties and agencies. The comments of such persons and agencies were sought.
- c. The NOI was published in the Stockton Record, a newspaper of general circulation, and the NOI was posted in the office of the San Joaquin County Clerk.
- d. The Planning Commission and the City Council has reviewed and considered the information contained in the MND, including the initial study, the revisions and conditions incorporated into the Project, and the comments received during the public review process and the hearing on the Project. The City Council has determined that the MND constitutes an adequate, accurate, objective and complete review of the environmental effects of the proposed project.
- e. Based on its review of the MND and on the basis of the whole record, the City Council finds that the MND reflects the City's independent judgment and analysis and that there is no substantial evidence that the Project will have a significant effect on the environment.

Master Development Plan

- a. The proposed master development plan would be consistent with the objectives, policies, general land uses, programs, and actions of all applicable elements of the General Plan. The Open Window MDP provides for a range of mixed use development in downtown Stockton, consistent with General Plan goals and policies, including provision of new housing and creation of jobs.
- b. The master development plan would adequately address the physical development characteristics of the subject site(s). The Open Window MDP includes development standards and guidelines for the comprehensive development of the participating properties.
- c. The development standards identified in the master development plan would serve to protect the public convenience, health, safety, and general welfare. The Open Window MDP will provide for safe and efficient site planning, building construction and regulation of land use. Additionally, the project includes the Initial Study/Mitigated Negative Declaration mitigation measures as part of the project, ensuring protection of the environment from significant environment effects of the project.
- d. Development of the subject site(s) covered by the master development plan would ensure a compatible land use relationship with the surrounding neighborhood. The Open Window MDP provides for mixed uses in downtown Stockton, and would be compatible with the range of existing uses in the area, which include commercial, residential, office and light industrial uses.
- e. The master development plan would be in compliance with all applicable requirements of this Development Code, local ordinances, and State law. The Open Window MDP complies with provisions of the Stockton Municipal Code, Chapter 16.140, regarding establishment of a master development plan, as well as other applicable local ordinances and provisions of state law.
- f. The proposed master development plan or amendment would be in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines. The environmental assessment for the Open Window project has been prepared in accordance with the provisions of the California Environmental Quality Act, resulting in adoption of an Initial Study/Mitigated Negative Declaration and Mitigation and Monitoring Program.

Proposed Conditions:

Pursuant to SMC, Section 16.140.100, in approving or amending a master development plan, the City Council may impose specific development conditions relating to the construction (both on- and off-site improvements), establishment, location, maintenance, and operation of the proposed activities, as it finds are reasonable and necessary to ensure that the approval would be in compliance with the above-listed findings, and to carry out the purpose and requirements of the applicable General Plan designation and this Development Code. The following conditions are therefore imposed for the Open Window MDP:

1. The Open Window project shall be developed consistent with the provisions of the MDP and the Open Window Development Agreement except as noted in the conditions herein.
2. Mitigation Measures contained in the project Mitigated Negative Declaration are hereby incorporated into the Open Window project.
3. All development projects within the Open Window Project shall be subject to review and approval by the Community Development Department, consistent with operational provisions contained within the MDP. This shall include project site plan and design review, revisions and attachment of project conditions of approval, as necessary to ensure MDP consistency, prior to permit issuance. Plan review shall include other City departments and agencies, as appropriate. The City may require development submittal of technical and related studies and information to assist in project plan review and permit issuances.
4. All development projects shall be subject to obtaining all necessary local, regional and state agency approvals and permits, as may be required.
5. There shall be a limit of up to 1,034 residential units for the Open Window project, and with a residential density not to exceed 87 dwelling units per acre as measured for any Open Window developments located within any one square block within the project development area. However, the City is currently working on a General Plan update which is expected to address residential density in the downtown area. It is anticipated that the downtown area would be identified for higher residential density limits than those allowed under the current General Plan. If such changes to the General Plan are ultimately adopted as part of the General Plan update review, increased residential densities would be an option for the Open Window properties. Therefore, the project Initial Study analysis assumed that up to 1,400 residential units would be constructed, primarily built at higher densities as part of apartments or other multi-family unit developments.
6. The developer of a master development plan shall establish a homeowner's association (HOA) for residential areas within the master development plan for the purpose of maintaining common areas and enforcing the required covenants, conditions and restrictions (CC&R). HOA's shall be formed and recorded prior to issuance of residential building permits.
7. All subsequent land owners and tenants occupying property within the area covered by the adopted MDP shall sign a document specifying that they have received and reviewed a copy of the approved MDP and/or the recorded development agreement which identifies the provisions, regulations, requirements, and standards governing the development and ongoing operation of the sites covered by the MDP. Copies of completed acknowledgements shall be provided by the developer to the Community Development Department.
8. The Director shall have the authority to interpret the precise language of the MDP to determine if a proposed use, while not specifically listed as an allowable use, would be consistent with and share the same or similar characteristics of an allowed use identified in the adopted MDP.

9. The Director shall review the adopted MDP every five (5) years to ensure compliance by the applicant or the successor(s)-in-interest. During this review, the applicant, or the successor(s)-in-interest, shall demonstrate compliance with the terms of the MDP to the satisfaction of the Director.
10. Parking: The MDP shall identify the parking standards as base requirements and not the “maximum” parking standards. Appropriate on-site parking, even in recognition of the mixed-use concept of Open Window, is required to ensure appropriate on-site project parking is provided and other land uses in the immediate area are not adversely impacted.

Water Supply Assessment Report (SB 610): It is recommended that the City Council adopt the Water Supply Assessment Report for the Open Window Project, based on the following findings:

1. State law requires a water supply and demand analysis (Water Supply Assessment) for development projects of a certain size or type, which would include the Open Window Project,
2. The Water Supply Assessment evaluates project water supplies, determined to be available by the City and Cal Water for the project during normal, single dry and multiple dry years over a 20 year period. Cal Water, Stockton District prepared the Water Supply Assessment for the City for the Open Window Project.
3. On January, 14, 2016, the City Planning Commission held a noticed public hearing on the Open Window Project, received and considered evidence, and forwarded to the City Council a recommendation to adopt the entitlements for the project.

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4. On February 23, 2016, the City Council conducted a noticed public hearing, considered the Mitigated Negative Declaration, and received and considered evidence concerning the entitlements for the project. Based on the verbal and documentary evidence at the hearings on the Open Window Project, the City Council approves the Water Supply Assessment Report.

PASSED, APPROVED, and ADOPTED

February 23, 2016.



ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:


BONNIE PAIGE
City Clerk of the City of Stockton



Resolution No. 2016-02-23-1601-02

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE EXECUTION OF AN OPTION AGREEMENT FOR THE SALE AND CONVEYANCE, VIA GRANT DEED, OF CITY-OWNED REAL PROPERTY AND FINDING THAT THIS ACTIVITY/PROJECT CONFORMS TO THE CITY'S GENERAL PLAN DESIGNATION IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65402 AND STOCKTON DEVELOPMENT CODE SECTION 16.72.030.D

The City of Stockton ("City") owns property in Downtown Stockton, inclusive of County Assessor Parcel Numbers 149-170-08, and 09 and 149-180-21 and 17; and

On March 24, 2015, the City Council authorized the execution of an Exclusive Negotiating Rights Agreement (ENRA) with Open Window Project LLC for the potential acquisition of the following City-owned parcels noted below; and

City-owned Property
149-170-08 – Commercial Hotel
149-170-09 – Main Hotel
149-170-12 – St. Leo Hotel
149-180-21 – Dirt Lot
149-180-17 – Paved Lot

City staff has completed negotiations for the subject parcels and would now like to enter into an Option Agreement between the City of Stockton, Open Window Project LLC setting the terms and fair market value purchase price; and

On January 14, 2016, the Stockton Planning Commission approved a resolution recommending that the City Council approve the Open Window Master Development Plan and Development Agreement that would provide for revitalization of approximately 15 square blocks of Downtown Stockton; and

The subject parcels will be combined with those controlled by the developer of the Open Window Project to maximize the ability to construct new or rehab existing residential and commercial structures as part of the Master Development Plan; and

The Open Window Project aligns with Council's goal of revitalizing Downtown Stockton and has the potential to meet several key Downtown Stockton objectives, such as attracting private investment, generating jobs and business expansion, and attracting new residents; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager is authorized to execute an Option Agreement, attached hereto as Exhibit 1 and incorporated by this reference, with Open Window Project LLC for

the potential sale and conveyance of the subject properties, as described in the Agreement.

2. It is declared that notice of the intention to sell or dispose of City-owned property, as more particularly described, was duly published in accordance with the provisions of Article V, section 510 of the Charter of the City.

3. The total selling price of the subject parcels is as follows:

Property Address	APN	City or Parking Authority Owned	FMV Purchase Price
39 N California – St Leo Hotel	149-170-12	City	\$20,000
431 E Main – Commercial Hotel	149-170-08	City	\$20,000
445 E Main – Main Hotel	149-170-09	City	\$20,000
725 E Main	149-180-21	City	\$60,000
25 N Grant	149-180-17	City	\$60,000

4. The City Attorney of the City is authorized to execute deeds and/or other instrument of conveyance at such time that Open Window Project LLC exercises in right to purchase subject property under the terms of the Option Agreement, and the City Manager is authorized to execute the Agreement and any other documents necessary to carry out the purposes hereof.

5. In accordance with Government Code section 65402 and Stockton Development Code section 16.72.030.D, this activity/project has been determined to conform to the City's General Plan designation.

6. The environmental assessment has been prepared in accordance with the provisions of the California Environmental Quality Act. An Initial Study/Mitigated Negative Declaration (MND) was conducted as part of the larger Open Window Project Master Development Plan and Development Agreement, which evaluated the impacts of development of the project, including the five City-owned properties included in the Option Agreement, and based on its review of the MND and on the basis of the whole record, the City Council finds that there is no substantial evidence that the project will have a significant effect on the environment.

PASSED, APPROVED and ADOPTED February 23, 2016.



ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:


BONNIE PAIGE
City Clerk of the City of Stockton



Resolution No. PA 2016-02-23-1601

PARKING AUTHORITY OF THE CITY OF STOCKTON

RESOLUTION APPROVING THE EXECUTION OF AN OPTION AGREEMENT FOR THE SALE AND CONVEYANCE, VIA GRANT DEED, OF PARKING AUTHORITY-OWNED REAL PROPERTY AND FINDING THAT THIS ACTIVITY/PROJECT CONFORMS TO THE CITY'S GENERAL PLAN DESIGNATION IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65402

The Parking Authority of the City of Stockton (the "Parking Authority") owns property in Downtown Stockton, inclusive of County Assessor Parcel Numbers: 139-250-26, 149-170-25, and 149-180-05; and

On March 24, 2015, the Parking Authority authorized the execution of an Exclusive Negotiating Rights Agreement (ENRA) with Open Window Project LLC for the potential acquisition of Parking Authority owned parcels noted below; and

Parking Authority-owned Property
139-250-26 – Paved Lot
149-170-25 – Paved Lot
149-180-05 – Paved Lot

City staff has completed negotiations for the subject parcels and would now like to enter into an Option Agreement between the Parking Authority and Open Window Project LLC, setting the terms and fair market value purchase price; and

On January 14, 2016, the Stockton Planning Commission approved a resolution recommending that the City Council approve the Open Window Master Development Plan and Development Agreement that would provide for revitalization of approximately 15 square blocks of Downtown Stockton; and

The subject parcels will be combined with those controlled by the developer of the Open Window Project to maximize the ability to construct new or rehab existing residential and commercial structures as part of the project's Master Development Plan; now, therefore,

BE IT RESOLVED BY THE PARKING AUTHORITY OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager is authorized to execute an Option Agreement, attached hereto as Exhibit 1 and incorporated by this reference, with Open Window Project LLC

for the potential sale and conveyance of the subject properties, as described in the Agreement.

2. A notice of the intention to sell or dispose of Parking Authority-owned property, as more particularly described, was duly published in The Record on February 10, 2016.

3. The total selling price of the subject parcels is as follows:


Property Address	APN	City or Parking Authority Owned	FMV Purchase Price
216 N California	139-250-26	Parking Authority	\$88,500
27 N California	149-170-25	Parking Authority	\$179,500
24 N American	149-180-05	Parking Authority	\$193,200

4. The General Counsel for the Parking Authority is authorized to execute deeds and/or other instrument of conveyance at such time that Open Window Project LLC exercises in right to purchase subject property under the terms of the Option Agreement, and the Executive Director is authorized to execute the Agreement and any other documents necessary to carry out the purposes hereof.

5. In accordance with Government Code section 65402, this activity/project has been determined to conform to the City of Stockton's General Plan designation.

6. The environmental assessment has been prepared in accordance with the provisions of the California Environmental Quality Act. An Initial Study/Mitigated Negative Declaration (MND) was conducted as part of the larger Open Window Project Master Development Plan and Development Agreement, which evaluated the impacts of development of the project, including the three Parking Authority-owned properties included in the Option Agreement, and based on its review of the MND and on the basis of the whole record, the City Council finds that there is no substantial evidence that the project will have a significant effect on the environment.

PASSED, APPROVED and ADOPTED February 23, 2016.



ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:



BONNIE PAIGE
City Clerk of the City of Stockton



STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE AGREEMENT TO DONATE REAL PROPERTY TO THE STATE OF CALIFORNIA FOR THE CONSTRUCTION OF A NEW COURTHOUSE ON HUNTER SQUARE PLAZA IN THE CITY OF STOCKTON; ADOPTING CEQA FINDINGS, AND A STATEMENT OF OVERRIDING CONSIDERATIONS RELATING THERETO; AND DIRECTING STAFF TO TAKE ACTIONS APPROPRIATE TO CARRY OUT THE PURPOSE OF THIS RESOLUTION

The City is the owner of parcels of real property located in the City of Stockton, commonly known as Hunter Square Plaza.

The State has selected Hunter Square Plaza as the site for development and construction of a new courthouse called the "New Stockton Courthouse" (hereinafter referred to as the "Project").

The State has requested that the City provide the State fee title to Hunter Square Plaza for the Project.

The State intends to develop and construct the Project to include approximately 30 courtrooms, approximately 35 parking stalls, and related interior and exterior improvements.

The State has committed to continue to provide normal public access to Hunter Square Plaza, until such time construction shall commence.

The City is willing to provide the State fee title to Hunter Square Plaza for construction of the Project, so long as the State timely commences construction and otherwise agrees to the terms and conditions contained in the Agreement to Donate Real Property, attached hereto as **Exhibit A**, and incorporated herein by this reference (the "Donation Agreement"). One of the conditions contained in the donation agreement specifies a commitment to include the City and community in determining the design of this iconic building.

On August 10, 2009, by written memorandum executed by the Director of the Administrative Office of the Courts, which is incorporated by reference herein, the State certified that the Final Environmental Impact Report ("FEIR") prepared for the Project has been completed in compliance with CEQA; that the State had reviewed and considered the information and analysis contained in the FEIR; and that the FEIR reflects the State's independent judgment.

Alternatives to the Project that were evaluated in the Draft EIR ("DEIR") included the following, a "No Project Alternative" wherein no courthouse would be built and Hunter Square would continue to be a civic plaza, a "Hunter Square Expanded Alternative"

wherein four adjacent properties on the western boundary of Hunter Square would be added to the project site, a "Washington Street Alternative" wherein three Redevelopment Agency-owned blocks of land would be used for the new courthouse and for new parking, and a "Private Parcels Alternative," wherein property would be purchased from private parties at the southeastern corner of El Dorado Street and Weber Avenue.

The FEIR identified certain significant effects on the environment that, absent the adoption of mitigation measures, would be caused by the construction and operation of the Project.

As a Responsible Agency the City Council is required, pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code § 21000, et seq.) and the "CEQA Guidelines" (14 CCR § 15000, et seq.), to adopt all feasible mitigation measures or a feasible project alternative that can substantially lessen or avoid any significant effects on the environment associated with the portion of the project to be approved, which is the Donation Agreement.

As the Findings of Fact adopted as **Exhibit B** to this Resolution demonstrate, all of the significant effects on the environment associated with the Project can be either substantially lessened or avoided through the adoption of feasible mitigation measures, although some of these effects will remain significant and unavoidable despite the adoption of all feasible mitigation measures.

Because all significant effects on the environment associated with the Project have been at least substantially lessened through feasible mitigation, the City Council need not consider the feasibility of alternatives, as set forth in the FEIR that will be less environmentally damaging than the Project with respect to the unavoidable significant effects associated with the Project.

The City Council has nevertheless decided, for purposes of full disclosure to its constituents, to address both the extent to which alternatives may be environmentally superior with respect to the significant unavoidable effects of the Project, and the extent to which such alternatives may be "feasible" within the meaning of CEQA and CEQA case law.

The City Council has determined, for reasons set forth in findings found in **Exhibit C** hereto, that each alternative, including the No Project Alternative, as described in the FEIR, either is not environmentally preferable, is infeasible, fails to meet the Project's objectives, or some combination of these factors.

The City is required by Public Resources Code section 21081.6, subdivision (a)(1), and CEQA Guidelines sections 15096, subdivision (g)(1) and 15097 to adopt a Mitigation Monitoring Plan, adopted as **Exhibit C** to this Resolution, to ensure that the mitigation measures adopted by the City are carried out as specified in the Plan.

Mitigation for each of those impacts identified as significant in the FEIR will be performed and monitored by the State Administrative Office of the Courts, pursuant to the Mitigation Monitoring Plan.

Because the adopted mitigation measures have not mitigated all identified significant effects on the environment associated with the Project to less than significant levels, CEQA requires the City to adopt a Statement of Overriding Considerations, which is included as *Section 2 of Exhibit B* attached hereto.

The City Council now determines it appropriate to approve the findings and other statements provided for herein, to approve the Donation Agreement and to authorize City staff to take certain additional actions specified below, including the preparation and filing of a Notice of Determination; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the City Council hereby finds the above recitals to be true and correct.
2. That the City Council has declared that notice of the intention to sell or dispose of City owned property, as more particularly described in **Exhibit A**, was duly published in accordance with the provisions of Article V, section 510 of the Charter of the City.
3. That the City Council hereby approves the Donation Agreement, in substantial form as set out in **Exhibit A**.
4. In accordance with CEQA Guidelines sections 15091, 15092, 15093 and 15096, the City Council finds that the significant environmental effects of the Project will be mitigated to less than significant levels by the mitigation measures adopted by the City, with the exception of certain impacts to Cultural Resources, Noise, and Traffic and Circulation, which, though substantially lessened by adopted feasible mitigation measures, are nevertheless still considered significant and unavoidable.
5. The City Council, exercising its independent judgment, hereby makes and adopts CEQA Findings as contained in **Exhibit B** hereto.
6. The City Council, exercising its independent judgment, hereby adopts a Statement of Overriding Considerations, as contained in *Section 2 of Exhibit B* hereto, explaining how the project benefits make the significant unavoidable environmental effects acceptable because of the following considerations:
 - The project is necessary to provide a new courthouse with improved security features, adequate working and operational features for the Superior Court's staff and better public service features to residents;
 - The project will provide new courthouse facilities that increase the efficiency of the Superior Court's staff and operations;

- The new courthouse facilities will continue to promote more efficient interaction and communication between the court's staff and other government agencies' staff and between the court's staff and other parties involved in judicial proceedings;
- The project will provide greater accessibility to the Superior Court for persons involved in judicial proceedings, other government agency personnel, and the public;
- The project is consistent with the historical location of the Court and is located in close proximity to other governmental facilities;
- There has been substantial public concern set forth in the record that locating the new courthouse away from the downtown core of Stockton will result in economic decay occurring in that area. Based on the record the City Council cannot establish with certainty that such economic decay will occur. Nonetheless, the City Council takes into consideration the likelihood that locating the new courthouse away from the downtown core will cause such a negative economic impact to that area. Therefore, the City Council determines that locating the new courthouse in Hunter Square will be beneficial in promoting a more viable central core in downtown Stockton, and
- The donation of the Hunter Square for the site of the new courthouse by the City of Stockton makes the project economically feasible.

7. The Mitigation Measures and Mitigation Monitoring and Reporting Plan included in **Exhibit C** hereto are approved.

8. The City Council hereby grants to staff the authority to take any and all actions deemed appropriate to accomplish the actions contemplated herein, and to carry out the purpose and intent of this resolution, including without limitation, providing any approvals, consents, elections, or waivers on the City's behalf, for the City to be able to expeditiously and cost-effectively facilitate the actions called for in the Donation Agreement.

9. Though additional approvals by the City will take place later in time during the development of the Project, the findings attached as **Exhibit B** hereto also constitute the City's compliance with Public Resources Code section 21081, subdivision (a), and CEQA Guidelines sections 15091, subdivision (a) and 15096, with regard to those actions. Furthermore, such actions can be implemented based on the certified FEIR, which was prepared with all such actions in mind. By adopting this Resolution, including **Exhibit B** attached hereto, the City has satisfied its obligations pursuant to Public Resources Code section 21081 and CEQA Guidelines sections 15091 and 15096, in that **Exhibit B** (i) identifies all feasible mitigation measures that can substantially lessen or avoid the significant effects on the environment associated with the Project and (ii) explains why the project alternatives cannot feasibly and adequately satisfy the purposes and needs of the City.

10. By adopting this Resolution, including *Section 2* of **Exhibit B** attached hereto, the City has satisfied its obligation pursuant to Public Resources Code section 21081, subdivision (b), and CEQA Guidelines section 15096, subdivision (h) which require the issuance of a Statement of Overriding Considerations whenever a project's environmental effects cannot be mitigated to less than significant levels.

11. Through this Resolution, which incorporates by reference and adopts the Mitigation Monitoring Plan included attached as **Exhibit C** hereto, the City has satisfied its obligations pursuant to Public Resources Code section 21081.6, subdivision (a)(1) and CEQA Guidelines section 15096, subdivision (g).

12. The City Council further authorizes City staff to prepare and file a Notice of Determination within five working days following the date of adoption of this Resolution with the County Clerk of the County of San Joaquin and with the State of California, and directs that copies of the FEIR be retained at the administrative offices of the City for public review.

13. Pursuant to Public Resources Code section 21081.6, subdivision (a)(2), and CEQA Guidelines section 15091, subdivision (e), the City Clerk is the custodian of the documents and other material that constitute the record of proceedings upon which the City of Stockton City Council's decision is based, and such documents and other material are located at 425 North El Dorado Street, Stockton, California 95202.

PASSED, APPROVED and ADOPTED AUG 18 2009



ANN JOHNSTON, Mayor of
the City of Stockton

ATTEST:



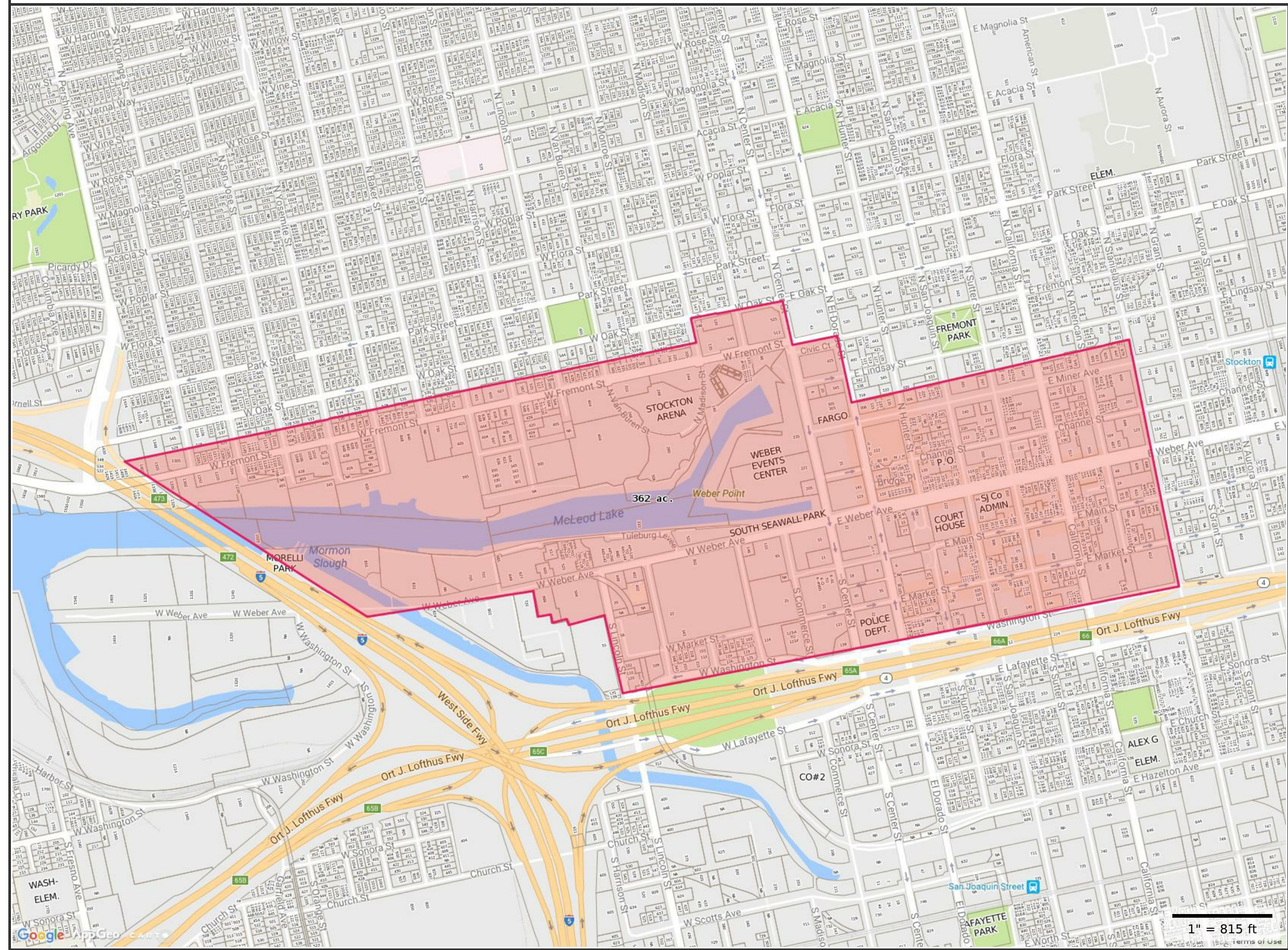
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton



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ATTACHMENT
MAP OF TARGET AREA

Waterfront and Western Downtown Core Target Area FY17 EPA Brownfields Coalition Assessment Grant Application



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

City of Stockton, CA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated 11/17/2016
Properties updated 11/17/2016

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

*** 3. Date Received:**

12/20/2016

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Stockton

* b. Employer/Taxpayer Identification Number (EIN/TIN):

94-6000436

* c. Organizational DUNS:

068872274

d. Address:

* Street1:

425 N. El Dorado Street

Street2:

* City:

Stockton

County/Parish:

* State:

CA: California

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

95201

e. Organizational Unit:

Department Name:

Economic Development Dept.

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Jorge

Middle Name:

* Last Name:

Barrera

Suffix:

Title: Project Manager II

Organizational Affiliation:

* Telephone Number: 209-937-8539

Fax Number: 209-937-5099

* Email: jorge.barrera@stocktonca.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

D: Special District Government

Type of Applicant 3: Select Applicant Type:

D: Special District Government

*** Other (specify):**

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

*** 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-16-08

*** Title:**

FY17 Guidelines for Brownfields Assessment Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Stockton Brownfields Assessment Coalition

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

CA-9

* b. Program/Project

CA-9

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

07/01/2017

* b. End Date:

06/28/2019

18. Estimated Funding (\$):

* a. Federal	600,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	600,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Kurt

Middle Name:

O.

* Last Name:

Wilson

Suffix:

* Title:

City Manager

* Telephone Number:

(209) 937-8212

Fax Number:

(209) 937-7149

* Email:

kurt.wilson.stocktonca.gov

* Signature of Authorized Representative:

* Date Signed:

12/20/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

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☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

12/21/2016

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

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Stockton

County/Parish:

* State:

CA: California

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

95202-3003

e. Organizational Unit:

Department Name:

Economic Development Dept.

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Jorge

Middle Name:

* Last Name:

Barrera

Suffix:

Title: Project Manager II

Organizational Affiliation:

* Telephone Number:

209-937-8539

Fax Number:

209-937-5099

* Email:

jorge.barrera@stocktonca.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

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Type of Applicant 3: Select Applicant Type:

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* 12. Funding Opportunity Number:

EPA-OLEM-OBLR-16-08

* Title:

FY17 Guidelines for Brownfields Assessment Grants

13. Competition Identification Number:

NONE

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

City of Stockton, CA Brownfields Assessment Coalition Grant FY17

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="600,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="600,000.00"/>

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Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed: